



Board of Commissioners
Regular Meeting Agenda
Thursday, December 7, 2023, 5:30 PM
City Hall, Lakeland, Tennessee 38002

- I. CALL TO ORDER BY MAYOR:
- II. INVOCATION:
- III. PLEDGE:
- IV. ROLL CALL BY RECORDER:
- V. PUBLIC HEARING:
 1. **Ordinance - Second and Final Reading** - replacing municipal code title 11, section 11-601 and adopting by reference the state criminal trespass statute.
 2. **Ordinance - Second and Final Reading** - amending title 3 of the Lakeland municipal code to add a fee for the expungment of records by the Municipal Court.
 3. **Ordinance - Second and Final Reading** - amending Title.15. Chapter 6. Section 15-604 and Chapter 7. Section 15.704 of the City of Lakeland Municipal Code in order to regulate illegal and unauthorized vehicle parking. *Sponsored by Mayor Roman*
- VI. TREASURER'S REPORT:
 1. Status Update on Treasurer's Reports
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 - City Manager's Report
 - a. December City Manager's Report - Year End Review and Employee of the Year
 - Commissioners' Reports
 - a. The Industrial Development Board of the City of Lakeland - *Mayor Roman*

b. Lakeland Board of Education - *Vice-Mayor Wright*

VIII. PUBLIC COMMENTS:

IX. SEWERAGE COMMISSION BUSINESS:

X. CONSENT AGENDA:

XI. REGULAR AGENDA:

1. **Approval of regular meeting minutes** - November 16, 2023
2. **Ordinance - Second and Final Reading** - replacing municipal code title 11, section 11-601 and adopting by reference the state criminal trespass statute.
3. **Ordinance - Second and Final Reading** - amending title 3 of the Lakeland municipal code to add a fee for the expungment of records by the Municipal Court.
4. **Ordinance - Second and Final Reading** - amending Title 15. Chapter 6. Section 15- 604 and Chapter 7. Section 15-704 of the City of Lakeland Municipal Code in order to regulate illegal and unauthorized vehicle parking. *Sponsored by Mayor Roman*
5. **Ordinance - First Reading** - amending Title 5, Chapter 4 of the Lakeland Municipal Code to conform with Tenn. Code Ann. § 6-19-104.
6. **Resolution** - approving an agreement with the Tennessee Department of Transportation for Canada Road from SR-15 (US Highway 64) to I-40 bridge overpass.
7. **Resolution** - approving an agreement and Change Order #1 with Shelby Electric Co., Inc. for the Traffic Signal Project at Canada Road & Lake District Drive.
8. **Resolution** - approving an agreement with Delgado General Corp. for the Fiscal Year 2024 Oliver Creek Bank Stabilization project.
9. **Resolution** - amending resolutions R-134-2022, R-25-2023, R-70-2023, R-119-2023, and R-139-2023 and the calendar year 2023 City of Lakeland meeting calendar.

10. **Resolution** - approving the calendar year 2024 City of Lakeland meeting calendar.
11. **Resolution** - approving the fiscal year 2025 annual budget preparation calendar.
12. **Resolution** - authorizing reappointment to the Board of Appeals / Storm Water Board of Appeals of the City of Lakeland, Tennessee.
13. **Resolution** - approving a lease agreement with Gita Sam Shiv f/k/a Gangaben Patel.
14. **Resolution** - authorizing the City Manager to execute an extension of the solid waste collection services contract adopted by resolution 2018/11-95.
15. **Resolution** - approving land swap of property owned by Vipulkumar Patel. *Sponsored by Mayor Roman*
16. **Discussion and Possible Action** - regarding the meeting schedule and frequency of the Parks and Recreation and Natural Resources Board and the Community Advisory Board. *Sponsored by Commissioner Dial*
17. **Discussion and Possible Action** - current status of The Lake District. *Sponsored by Mayor Roman*
18. **Discussion and Possible Action** - regarding celebration in Lakeland of National Law Enforcement Day on January 9th. *Sponsored by Commissioner McCarter*

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, NOVEMBER 16, 2023, 5:30 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002**

I. CALL TO ORDER BY MAYOR:

The meeting was called to order by Mayor Josh Roman at 5:30 p.m. on Thursday, November 16, 2023.

II. INVOCATION:

Offered by Mayor Josh Roman.

III. PLEDGE:

Mayor Josh Roman led the pledge to the flag.

IV. ROLL CALL BY RECORDER:

Mayor Josh Roman, Vice-Mayor Wesley 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, Public Works Director Matthew Brown, Parks and Recreation Director Andrew Fisher, City Recorder Cheyenne Carter, Lakeland Municipal Judge Kim Koratsky, and City Attorney Will Patterson.

V. PUBLIC HEARING:

1. **Ordinance - Second and Final Reading** – amending ordinance O-7-2023 establishing sewer user rates and sewer charge adjustments.

For the record: no public comment was heard.

VI. TREASURER'S REPORT:

No treasurer's report was presented.

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

- Sheriff's Report:
 - a. The October 2023 SCSO Crime Report was offered by Sergeant Dotson.
- Commissioner's Report:
 - a. The Lakeland Board of Education report was offered by Vice Mayor Wright.
 - b. The Municipal Planning and Design Review Commission report was deferred from Commissioner Atkinson to Planning Director Paul Luker who offered the report.
 - c. The Parks and Recreation & Natural Resources Board report was offered by Commissioner Dial.

VIII. PUBLIC COMMENTS:

For the record: Mayor Roman opened public comment for anyone present who was on a time restraint. All other comments were heard at the time of the correlating agenda item.



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
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CITY HALL, LAKE LAND, TENNESSEE 38002**

IX. SEWERAGE COMMISSION BUSINESS:

None

X. CONSENT AGENDA:

None

For the record: The order of business was changed to bring regular agenda item number 12 to be the first item with no objections. Please note the order change below.

XI. REGULAR AGENDA:

12. Discussion and Possible Action – regarding partial public use and access to Garner Lake via the Water's Edge property.

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

Vice Mayor Wright offered a summary of the item's intentions to start the discussion.

Mayor Roman requested Planning Director Paul Luker to address and provide explanation to the Board and to the public on the land disturbance permit that was approved by the Municipal Planning/Design Review Commission applied for by a resident in the lake community.

Discussion ensued.

Mayor Roman requested the homeowner of the land disturbance permit address the board and the public on the intended purpose of the permit.

For the record: The land disturbance permit applicant and homeowner providing comment was Walker Hughey of the 9000 block of Beverle Rivera Drive.

Discussion ensued.

For the record: Public comment was heard from the following:

Shane Burns of the 3000 block of Sailboat Lane
Warren Fawk of the 9000 block of Green Spruce Drive
John Brown of the 4000 block of Loch Louise Point
Walker Hughey of the 9000 block of Beverle Rivera
John Antich of the 4000 block of Red Cedar Cove
Susan Richardson of the 9000 block of Green Spruce Drive
Robin Larrabee of the 3000 block of Lighthouse Cove
Rebecca Roche of the 4000 block of Loch Meade Drive
Dave Brown of the 3000 block of Blue Spruce Drive
Chris Anderson of the 9000 block of Promontory Cove



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CITY HALL. LAKE LAND. TENNESSEE 38002**

Discussion ensued.

No action was taken.

For the record: Mayor Roman moved to have a five minute recess with no objection. Start time of recess was 6:20pm with the end of the recess at 6:25pm. All Board members returned to the meeting and quorum was verified by roll call.

1. Approval of regular meeting minutes - November 2, 2023

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

Discussion ensued.

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

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

2. Approval of beer board meeting minutes – November 2, 2023

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

Discussion ensued.

When the question was called the meeting minutes passed, roll call vote, 4 in favor 0 against 1 abstention (4-0-1).

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

3. Ordinance - Second and Final Reading - amending ordinance O-7-2023 establishing sewer user rates and sewer charge adjustments.

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

Discussion ensued.



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, NOVEMBER 16, 2023, 5:30 P.M.
CITY HALL, LAKE LAND, TENNESSEE 38002**

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

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

4. **Ordinance - First Reading** - replacing municipal code title 11, section 11-601 and adopting by reference the state criminal trespass statute.

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

Municipal Judge Kim Koratsky presented this item.

Discussion ensued.

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

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

5. **Ordinance - First Reading** - amending title 3 of the Lakeland municipal code to add a fee for the expungement of records by the Municipal Court.

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

Municipal Judge Kim Koratsky presented this item.

Discussion ensued.

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

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



**BOARD OF COMMISSIONERS
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6. **Ordinance - First Reading** - amending Title 15. Chapter 6. Section 15-604 and Chapter 7. Section 15-704 of the City of Lakeland Municipal Code in order to regulate illegal and unauthorized vehicle parking.

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

Planning Director Paul Luker presented this item.

Discussion ensued.

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

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

7. **Resolution** - appointing a Municipal Court Clerk for the City of Lakeland.

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

Discussion ensued.

When the question was called the resolution passed as presented, 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

8. **Resolution** - approving an agreement with Michael's Tree and Loader Service for emergency debris removal - cut and toss.

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

Public Works Director Matt Brown presented this item.

Discussion ensued.



**BOARD OF COMMISSIONERS
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CITY HALL, LAKELAND, TENNESSEE 38002**

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

9. **Resolution** - authorizing the City Manager to seek funding from USDA Rural Development Community Facilities Loan Program for a Lakeland Community Center.

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

Mayor Roman introduced this item and City Manager Michael Walker presented the details of this item.

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

10. **Resolution** - amending a development agreement between the Industrial Development Board of the City of Lakeland, Tennessee, and the City of Lakeland, Tennessee, for development of the Lakeland Gateway.

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

Mayor Roman presented this item.

Discussion ensued.

Mayor Roman moved to amend the agreement seconded by Vice Mayor Wright.

Discussion ensued.



**BOARD OF COMMISSIONERS
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CITY HALL. LAKELAND. TENNESSEE 38002**

When the question was called the motion to amend the resolution carried, 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

When the question was called the resolution passed as amended, 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

11. Discussion and Possible Action – regarding a potential Lakeland Christmas Parade

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

Discussion ensued. The Board and City Staff agreed against a parade in 2023 due to time constraints but advised to bring this item to a sooner agenda next year for appropriate and timely planning.

XII. ANNOUNCEMENTS:

Commissioner Dial requested prayer for families during the holiday season.

XIII. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 7:21 p.m. on Thursday, November 16, 2023.

These minutes were approved on December 7, 2023.

Josh Roman
Mayor

ATTEST:

Cheyenne Carter
City Recorder

ORDINANCE O-17-2023

REPLACING MUNICIPAL CODE TITLE 11, SECTION 11-601 AND ADOPTING BY
REFERENCE THE STATE CRIMINAL TRESPASS STATUTE

WHEREAS, the Tennessee General Assembly amended the laws pertaining to adoption of state laws by municipalities by reference, by changing the statute under which such adoption is made, and by further specifying that only Class C misdemeanors may be adopted by municipalities and enforced as municipal ordinance violations; and,

WHEREAS, the Mayor and Board of Commissioners desire to adopt by reference the state criminal trespass statute in order to keep the City ordinance consistent with the state law as it is now written and may be, from time to time, modified by the General Assembly:

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Lakeland, Tennessee, that this ordinance accomplishes what it says in the sections below followed by the words “as follows” and a colon as follows:

SECTION 1. Municipal Code §11-601 “Trespassing,” is repealed in its entirety.

SECTION 2. The following provision is added as the new §11-601 of the Municipal Code of the City of Lakeland:

11-601. Adoption of state criminal trespass statute. By the authority granted under Tenn. Code Ann. §16-18-302, the City of Lakeland adopts by reference, as if fully set forth in this section, “Criminal Trespass” as codified in Tenn. Code Ann. §39-14-405 at the time the violation occurs.

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

SECTION 4. This ordinance shall take effect the latter of fifteen (15) days after first reading or immediately upon final passage, the public welfare requiring it.

First Reading: November 16, 2023

Public Hearing: December 7, 2023

Final Reading: December 7, 2023

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

ORDINANCE O-18-2023

AMENDING TITLE 3 OF THE LAKELAND MUNICIPAL CODE TO ADD A FEE FOR THE
EXPUNGEMENT OF RECORDS BY THE MUNICIPAL COURT

WHEREAS, Tenn. Code Ann. §16-18-302(a)(3)(A) grants the Lakeland Municipal Court jurisdiction over the expunction of a conviction for a violation of a municipal ordinance from a person's public record in the municipal court; and

WHEREAS, the Tennessee General Assembly amended the laws pertaining to municipal court jurisdiction under Tenn. Code Ann. §16-18-302(a)(3), granting a city the authority to set a fee for expunction of said municipal court records once a petition to do so is granted by the municipal judge; and,

WHEREAS, the Mayor and Board of Commissioners of the City of Lakeland, Tennessee desire to adopt a fee for the expungement of public records in municipal court:

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

SECTION 1. Title 3, Chapter 2, of the municipal code is hereby amended, and a new chapter 2, Section 207 is added as follows:

Section 2-207. Fee for expunction of municipal court public records. By the authority granted under Tennessee Code Annotated, § 16-18-302(a)(3)(D), the City adopts a fee of \$100.00 to be collected by the Court Clerk for the expunction of eligible municipal court public records once the Municipal Judge has granted a petition requesting expungement.

SECTION 2. All ordinances in conflict with the provisions of this ordinance are hereby repealed. The provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

SECTION 3. This ordinance shall take effect the latter of fifteen (15) days after first reading or immediately upon final passage, the public welfare requiring it.

First Reading: November 16, 2023

Public Hearing: December 7, 2023

Final Reading: December 7, 2023

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

ORDINANCE O-16-2023

AMENDING TITLE 15. CHAPTER 6. SECTION 15-604. AND CHAPTER 7.
SECTION 15-704 OF THE CITY OF LAKELAND MUNICIPAL CODE IN ORDER TO
REGULATE ILLEGAL AND UNAUTHORIZED VEHICLE PARKING

WHEREAS, the City of Lakeland's Board of Commissioners has reviewed the following edits on November 16, 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. Title 15. Motor Vehicles, Traffic and Parking. Chapter 6. Parking. Section 15-604 Where Prohibited is hereby amended to add the following (11) On City owned property in accordance with posted signage.

SECTION 2. Title 15. Motor Vehicles, Traffic and Parking. Chapter 7. Enforcement. Section 15-704 Impoundment of Vehicles is hereby amended to read as follows: *Members of the City of Lakeland Code Enforcement and the Shelby County Sheriff's Department are hereby authorized, when reasonably necessary for the security of the vehicle or to prevent obstruction of traffic, to remove from the streets or City owned property and impound any vehicle whose operator is arrested or any unattended vehicle which is parked so as to constitute an obstruction, prohibited parking or hazard to normal traffic. Any impounded vehicle shall be stored until the owner or other person entitled thereto, claims it, gives satisfactory evidence of ownership or right to possession, and pays all applicable fees and costs, or until it is otherwise lawfully disposed of.*

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-16-2023

AMENDING TITLE 15. CHAPTER 6. SECTION 15-604. AND CHAPTER 7.
SECTION 15-704 OF THE CITY OF LAKELAND MUNICIPAL CODE IN ORDER TO
REGULATE ILLEGAL AND UNAUTHORIZED VEHICLE PARKING

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

First Reading: November 16, 2023

Public Hearing: December 7, 2023

Final Reading: December 7, 2023

Josh Roman, *Mayor*

ATTEST:

Cheyenne Carter
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, December 7, 2023

Subject: **Ordinance - First Reading** - amending Title 5, Chapter 4 of the Lakeland Municipal Code to conform with Tenn. Code Ann. § 6-19-104.

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve ordinance O-19-2023.

BUDGET IMPACT

There is no budgetary impact related to this ordinance.

DISCUSSION

As mentioned in the ordinance for first reading, the State of Tennessee recently allowed by State law an increase in the competitive bid requirements from \$10k to \$25k, matching (for example) federal grant regulations for compliance with federal programs.

While not mentioned currently in the ordinance, City Staff recommends the Board of Commissioners discuss the implications of the change, which would also allow the City of Lakeland to amend our internal procurement policies to raise the level at which purchases need BOC approval from \$10k to \$25k. This change would alleviate some of the administrative burden and make purchasing more efficient, as it would allow for the City Manager to ensure that for items already budgeted, and routine purchases such as software, HVAC repairs or replacements, etc. to be completed in a more timely fashion.

ORDINANCE O-19-2023

AMENDING TITLE 5, CHAPTER 4 OF THE LAKELAND MUNICIPAL CODE TO
CONFORM WITH TENN. CODE ANN. § 6-19-104

WHEREAS, Public Chapter 54 recently amended the City's charter (T.C.A. § 6 -19-104) by increasing the dollar amount for public advertisement and competitive sealed bids from \$10,000.00 to \$25,000.00; and

WHEREAS, Public Chapter 54, effective March 21, 2023, amends the City's charter (T.C.A. § 6 -19-104) by increasing the dollar amount for public advertisement and competitive sealed bids from \$10,000.00 to \$25,000.00; and

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

Section 1. Section 5-402 of the Lakeland Municipal Code shall be deleted and replaced with the following language:

Purchasing limits requiring sealed bids. Except as otherwise provided in Section 5-403 or Tennessee law, all purchases for the City of Lakeland, Tennessee of Twenty-Five Thousand Dollars (\$25,000.00) or more shall require formal sealed bids.

Section 2. 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.

Section 3. This ordinance shall take effect the latter of fifteen (15) days after first reading or immediately upon final passage, the public welfare requiring it.

First Reading: December 7, 2023

Public Hearing:

Final Reading:

ATTEST:

Josh Roman, *Mayor*

Cheyenne Carter, *City Recorder*

Meeting Cycle: Thursday, December 7, 2023

Subject: **Resolution** - approving an agreement with the Tennessee Department of Transportation for Canada Road from SR-15 (US Highway 64) to I-40 bridge overpass.

Staff Contact: Luis Camarillo Hernandez, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-146-2023.

BUDGET IMPACT

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

DISCUSSION

The Canada Road from SR-15 (US Highway 64) to I-40 bridge overpass project proposes to resurface the 4-lane roadway, resurface the asphalt trails and make required ADA improvements from the intersection of Highway 64 and Canada Road to the Interstate 40 bridge overpass. The City was awarded a Surface Transportation Block Grant ("STBG") through the Memphis Metropolitan Planning Organization for the project. The grant is funded with 80% federal funds and a 20% local match. Fisher Arnold is under contract for NEPA and design services which are anticipated to take a year to complete. Construction is estimated to begin in the fall of 2025.

RESOLUTION R-146-2023

APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF
TRANSPORTATION FOR CANADA ROAD FROM SR-15 (US HIGHWAY 64) TO I-40
BRIDGE OVERPASS

WHEREAS, the City desires to resurface Canda Road south of Interstate 40; and,

WHEREAS, the City is a recipient of a Surface Transportation Block Grant in the amount of one hundred and sixteen thousand dollars (\$116,000) for the design of the resurfacing of Canada Road from SR-15 (US Highway 64) to I-40; and,

WHEREAS, the City is required to provide a (20%) local match in the amount of twenty three thousand two hundred dollars (\$23,200); and,

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized and directed to execute, and the City Attorney to attest, an agreement with the Tennessee Department of Transportation for Canada Road SR-15 (US Highway 64) to I-40.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 7th day of December 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Cheyenne Carter
City Recorder



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

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

November 9, 2023

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

Re: Canada Road, From SR-15 (Highway 64) to I-40 bridge overpass (LM 12.560)
Lakeland, Shelby County
PIN:134350.00
Federal Project Number: STP-M-811(136)
State Project Number: 79LPLM-F3-776
Contract Number: 230288

Dear Mayor Roman:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires further explanation. If you find the contract satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the contract is fully executed Adobe Sign will send you a link to the download the contract for your files.

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

Sincerely,

Chasity Bell
Transportation Manager 1

Attachment

Agreement Number: 230288

Project Identification Number: 134350.00

Federal Project Number: STP-M-811(136)

State Project Number: 79LPLM-F3-766

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

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

Canada Road, From SR-15 (Highway 64) to I-40 bridge overpass (LM 12.560)

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

- a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	AGENCY	PROJECT
Preliminary Engineering by:	AGENCY	PROJECT
Right-of-Way by:	AGENCY	PROJECT

Utility Coordination by:	AGENCY	PROJECT
Construction by:	AGENCY	PROJECT

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) This Agreement shall be effective from the period beginning on the fully executed date, and ending **five (5) years from the fully executed date**. The Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by **three (3) years from the fully executed date**. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by the aforesaid date, then the Department may terminate this Agreement. If the Agency does not complete the herein described phases of the Project within the time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. The Agency hereby acknowledges and affirms that the Department shall have no obligation for Agency services or expenditures that were not completed within this specified contract period.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.

- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible

costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department.

Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the “State Comprehensive Travel Regulations,” as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a

principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.
- b) **DBE Obligation:**
The Agency and its Contractors agree to ensure that Disadvantaged Business

Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

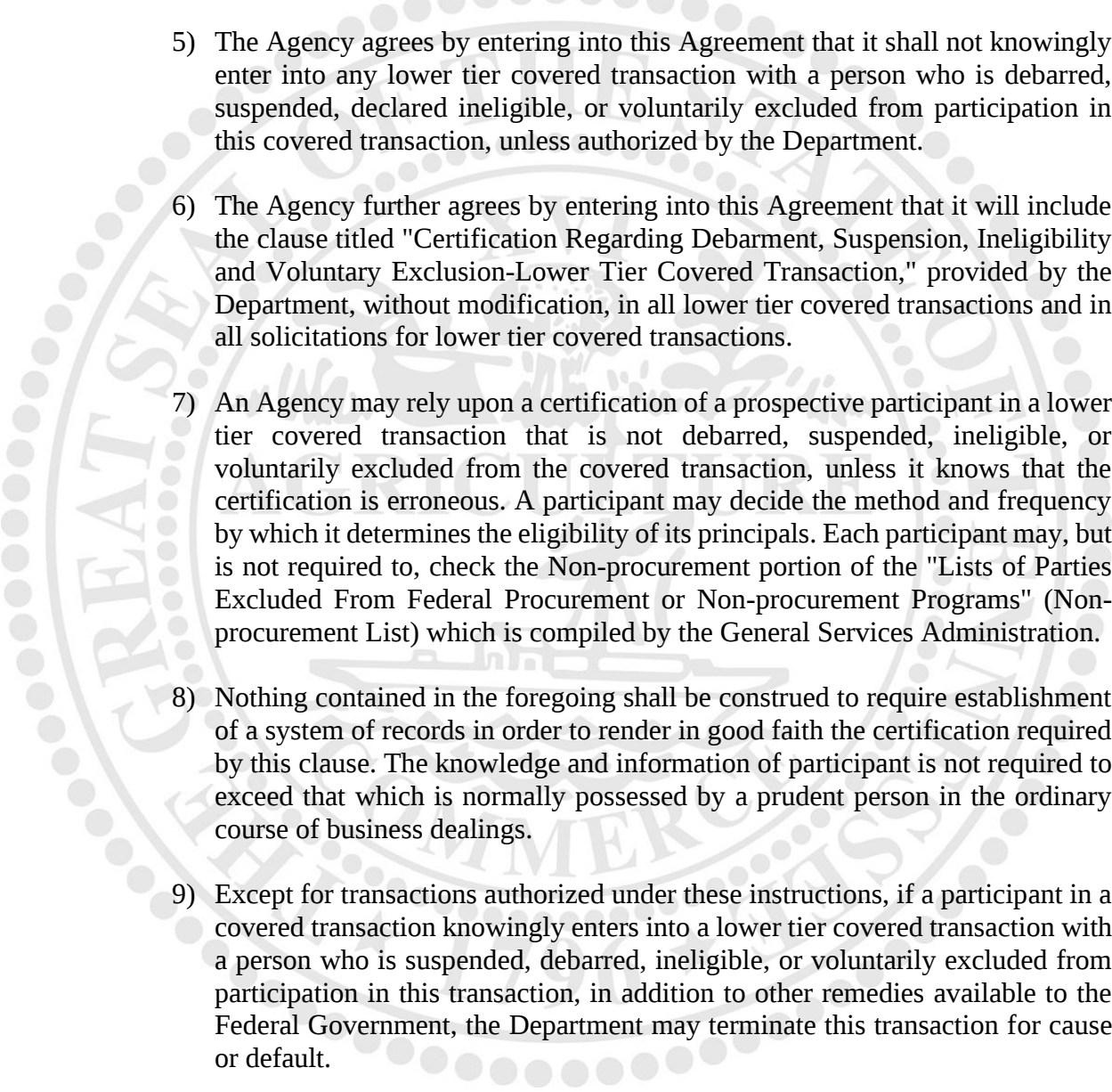
- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

- a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
 - 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
 - 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
 - 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. 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.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for

Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

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

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of

any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation

for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

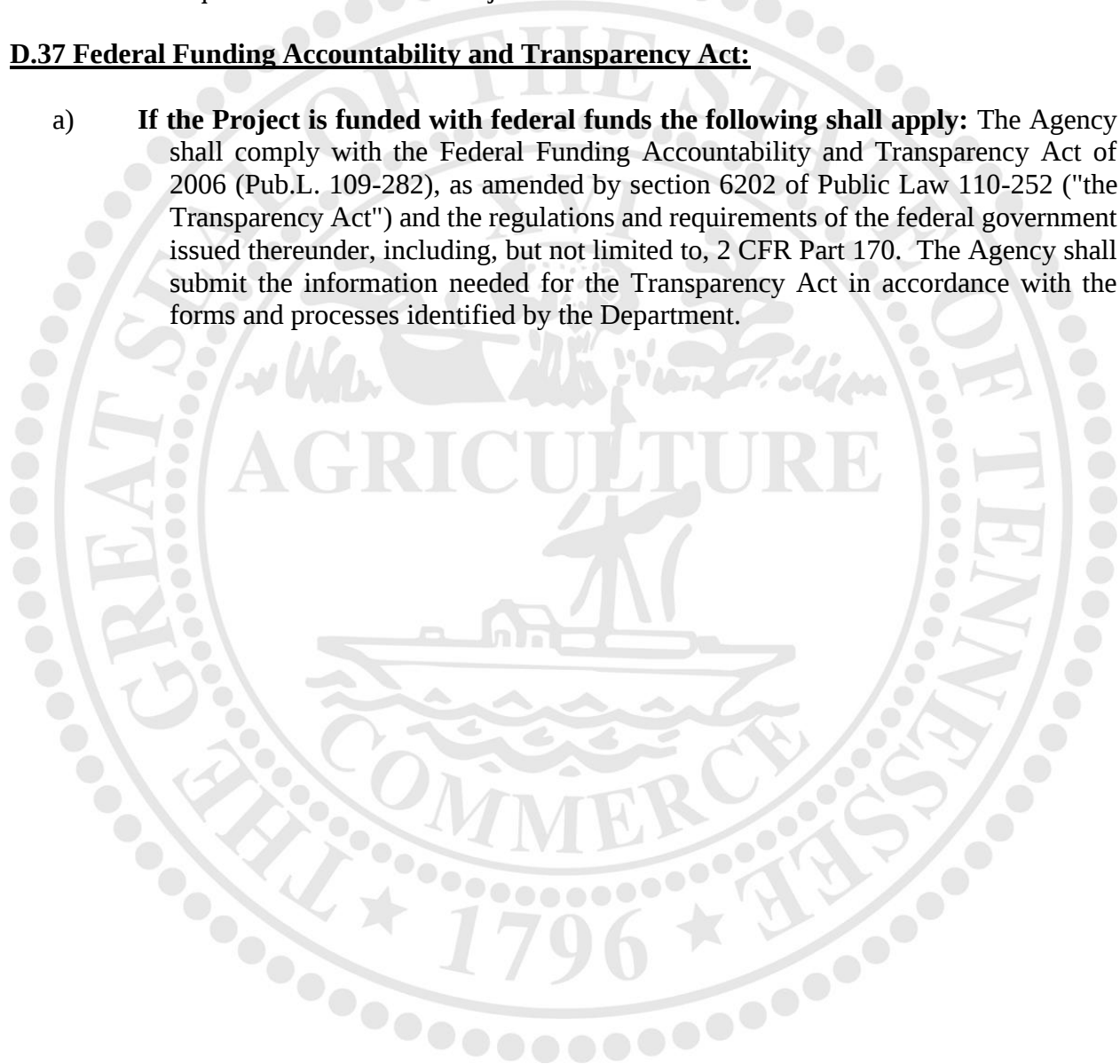
- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.



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

CITY OF LAKELAND

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

Signature:

Email:

B

Signature:

Email:

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature:

Email:

B

Signature:

Email:

Signature:

Email:

EXHIBIT "A"

AGREEMENT #: 230288

PROJECT IDENTIFICATION #: 134350.00

FEDERAL PROJECT #: STP-M-811(136)

STATE PROJECT #: 79LPLM-F3-776

PROJECT DESCRIPTION: Canada Road, From SR-15 (Highway 64) to I-40 bridge overpass (LM 12.560) - Includes resurfacing the 4-lane roadway, asphalt trails and required ADA improvements on Canada Road from SR-15 (Highway 64) to I-40 bridge overpass.

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

TYPE OF WORK: Resurface & Safety

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	STBG-U	80	0	20	\$20,000.00
PE-DESIGN	STBG-U	80	0	20	\$96,000.00
RIGHT-OF-WAY	STBG-U	80	0	20	\$10,000.00
CONSTRUCTION	STBG-U	80	0	20	\$885,420.00
CEI	STBG-U	80	0	20	\$99,485.00
TDOT ES	STBG-U	80	0	20	\$9,948.00

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

LEGISLATIVE AUTHORITY: STBG: 23 U.S.C.A., Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency.

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

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

Meeting Cycle: Thursday, December 7, 2023

Subject: **Resolution** - approving an agreement and Change Order #1 with Shelby Electric Co., Inc. for the Traffic Signal Project at Canada Road & Lake District Drive.

Staff Contact: Paul Posey, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-147-2023.

BUDGET IMPACT

This expenditure will be reimbursed through the Security retained for the Lake District Phase 1 development contract.

DISCUSSION

The City of Lakeland Traffic Signal Project at Canada Road & Lake District Drive includes installing a mast arm traffic signal on Canada Road at Lake District Drive. The City received one bid on November 16, 2023 from Shelby Electric Co., Inc. for a total bid amount of \$596,096.00. The estimated lead time on the signal equipment is 8–12 months. Change Order #1 will change the scope of work to include a temporary traffic signal which will be installed by March 2024, the anticipated opening of the Chik-fil-a restaurant. The City has reviewed the bid and recommends awarding the agreement to Shelby Electric Co., Inc.

RESOLUTION R-147-2023

APPROVING AN AGREEMENT AND CHANGE ORDER #1 WITH SHELBY ELECTRIC CO., INC. FOR THE TRAFFIC SIGNAL PROJECT AT CANADA ROAD & LAKE DISTRICT DRIVE

- WHEREAS,** the City desires to add a traffic signal on Canada Road and Lake District Drive; and,
- WHEREAS,** Shelby Electric Co., Inc. was the lowest qualified bidder on November 16, 2023, for the Fiscal Year 2024 Traffic Signal Project at Canada Road & Lake District Drive; and,
- WHEREAS,** Shelby Electric Co., Inc. is willing and able to provide these services as specified in the Contract documents; and,
- WHEREAS,** due to the lead time of the signal equipment, Change Order #1 increases the scope of work to include the installation of a temporary traffic signal until the permanent equipment is delivered; and,
- WHEREAS,** funding for this contract will be reimbursed through the Security retained for the Lake District Phase 1 development contract:

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, an agreement with Shelby Electric Co., Inc. for the Fiscal Year 2024 Traffic Signal Project at Canada Road & Lake District Drive in the amount of five hundred and ninety six thousand ninety six dollars (\$596,096.00) and Change Order #1 in the amount of sixty thousand dollars (\$60,000.00) for a total contract price of six hundred fifty six thousand ninety six dollars (\$656,096.00).

BE IT FURTHER RESOLVED, that the Board of Commissioners 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 seven hundred and six thousand ninety six dollars (\$706,096.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 7th day of December 2023, the public welfare requiring it.

ATTEST:

Josh Roman, *Mayor*

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 Shelby Electric Co., Inc. hereinafter referred to as the "Contractor."

WHEREAS, the City of Lakeland is desirous of paving ; and,

WHEREAS Shelby Electric Co., Inc. 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 TRAFFIC SIGNAL PROJECT AT CANADA ROAD & LAKE DISTRICT DRIVE , 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 December 20, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by December 27, 2024

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

SFA-1

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 Five Hundred Ninety-Six Thousand and Ninety-Six Dollars (\$596,096.00), 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 SFA-1 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 Addendum 1
- 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 SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements
- 8.10 Special Provisions (Section 01810)
- 8.11 Technical Specifications
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid 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 _____ day of _____, 2023

ATTEST:

CONTRACTOR:

By: _____
Title: _____

By: _____
Title: _____

ATTEST:

OWNER:
CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

By: _____
Cheyenne Carter
Title: City Recorder

By: _____
Michael Walker
Title: City Manager

Date of Issuance: December 7, 2023
Owner: City of Lakeland
Contractor: Shelby Electric Co.
Engineer: City of Lakeland
Project: Traffic Signal Project at Canada
Road & Lake District Drive

Effective Date: Dec. 7, 2023
Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.:
Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Increase contract price to include temporary traffic signal installation while we wait on the delivery of equipment for the permanent signal construction.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>596,096.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>596,096.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ <u>60,000.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>656,096.00</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

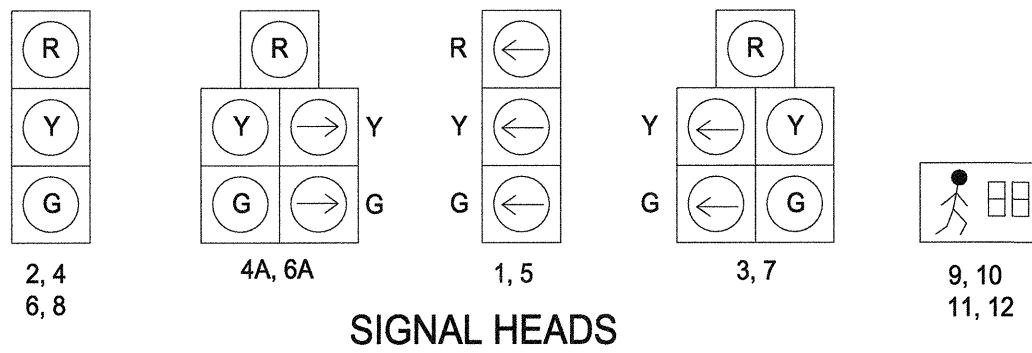
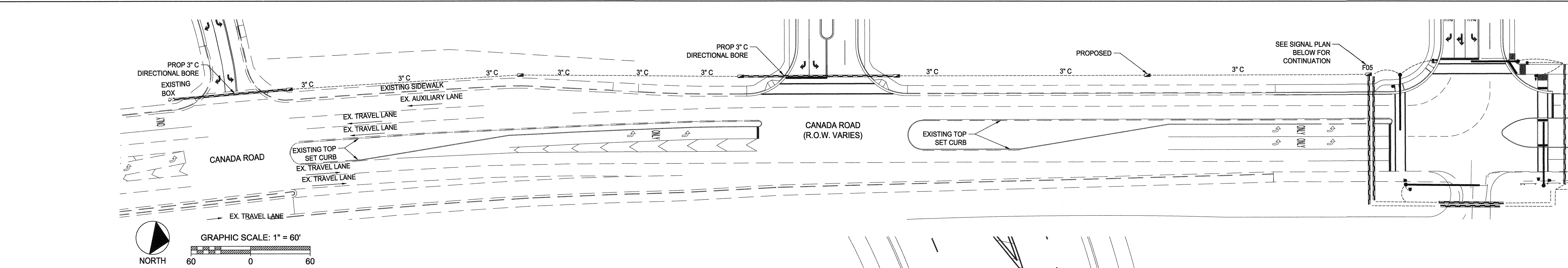
RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

THIS DOCUMENT IS THE PROPERTY OF A2H, INC. AND ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS SHALL BE RETAINED BY SAME. ANY CHANGES MADE TO THIS DOCUMENT WITHOUT THE WRITTEN CONSENT OF A2H, INC. SHALL BE PROHIBITED AND WE RESERVE THE RIGHT TO SUE FOR DAMAGES. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF A2H, INC.

1/20/2019 10:09:02 C:\p\Projects\Phase 1\15109.01-Traffic Signal PLAN.dwg
PLOT SCALE: 1" = 50'
LATEST REV: 1



SIGNAL HEADS

NOTES:

- CABINET SHALL BE WIRED FOR EIGHT PHASES THE CONFLICT MONITOR, BACK PANEL LOAD SWITCHES RELAYS AND OTHER ACCESSORIES SHALL BE PROVIDED AS FOR EIGHT PHASE OPERATION.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF LAKELAND PRIOR TO COMMENCING CONSTRUCTION. CONTACT EMILY HARRELL, CITY ENGINEER (901) 867-2719.
- AFTER ALL EXISTING UTILITIES HAVE BEEN LOCATED IN THE FIELD, THE CONTRACTOR SHALL STAKE THE POLE LOCATION IN THE FIELD PRIOR TO ORDERING THE MAST ARMS FROM THE MANUFACTURE. THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IF EXISTING UTILITIES CONFLICT WITH THE POLE FOUNDATION LOCATIONS.
- THE CONTRACTOR SHALL VERIFY THE MAST ARM DIMENSIONS, ATTACHMENT HEIGHTS, AND SIGNAL HEAD VERTICAL PLACEMENTS PRIOR TO ORDERING THE MAST ARMS FROM THE MANUFACTURER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF THE MAST ARM AND POLES AND FOUNDATIONS. THE MAST ARM AND POLES AND FOUNDATIONS DETAILED SUBMITTAL SHALL BE PREPARED BY AND SEALED BY AN ENGINEER REGISTERED TO PRACTICE IN THE STATE OF TENNESSEE.
- THE PROJECT INCLUDES THE INSTALLATION OF 3-INCH CONDUIT AND PULL BOXES TO PROVIDE THE MEANS TO ACCOMMODATE THE INSTALLATION OF A FIBER OPTICS COMMUNICATION SYSTEM BETWEEN THE EXISTING SIGNAL SYSTEM SERVING THE INTERCHANGE OF I-40 AND CANADA ROAD.
- THE TRAFFIC SIGNAL MAST ARM AND POLE AND FOUNDATIONS SHALL BE DESIGNED IN ACCORDANCE WITH AASHTO SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNAL, LATEST ADDITION. THE FOLLOWING CRITERIA SHALL BE USED IN THE DESIGN:
FATIGUE CATEGORY II
BASIC WIND SPEED: 115 MPH WITH 1.3 GUST FACTOR
GALLOPING LOADS EXCLUDED
ICE LOADS INCLUDED
TRUCK-INDUCED GUST LOADS EXCLUDED
UPSWEPT ARMS REQUIRED
ALL POLES SHALL BE HOT DIP GALVANIZED THEN POWDER COATED BLACK
UPSWEPT MAST ARMS REQUIRED
DESIGN LIFE: 50 YEARS
- THE DESIGNER(S) OF THE MAST ARM AND POLES AND FOUNDATIONS SHALL INSURE THAT ALL PERTINENT CRITERIA REQUIRED UNDER THE AASHTO SPECIFICATIONS ARE ADDRESSED IN THEIR DESIGN. ALL DESIGN CRITERIA USED SHALL BE LISTED IN THE DESIGN SUBMITTALS.

POLE #3
STA 10+19.0; 72.5' LT
POLE HEIGHT: 18'-0"
MAST ARM LENGTH: 58'-0"
APPROX. ELEV. AT BACK OF WALK: 364.7±
ELEV. BASE (TOP OF FOOTING): 365.00
HARDWARE:

- MAST ARM MOUNTED:
- (1) (6) SIGNAL HEAD
 - (1) (6A) SIGNAL HEAD
 - (1) FUTURE (1) SIGNAL HEAD
 - (1) VIDEO DETECTION CAMERA
 - (1) EMERGENCY VEHICLE DETECTOR
 - (1) SIGN B
 - (1) SIGN D
 - (1) VIBRATION DAMPER PLATE

POLE MOUNTED:

- (1) COUNT DOWN LED PEDESTRIAN HEAD (11)

PEDESTAL POLES/PUSH BUTTON POSTS

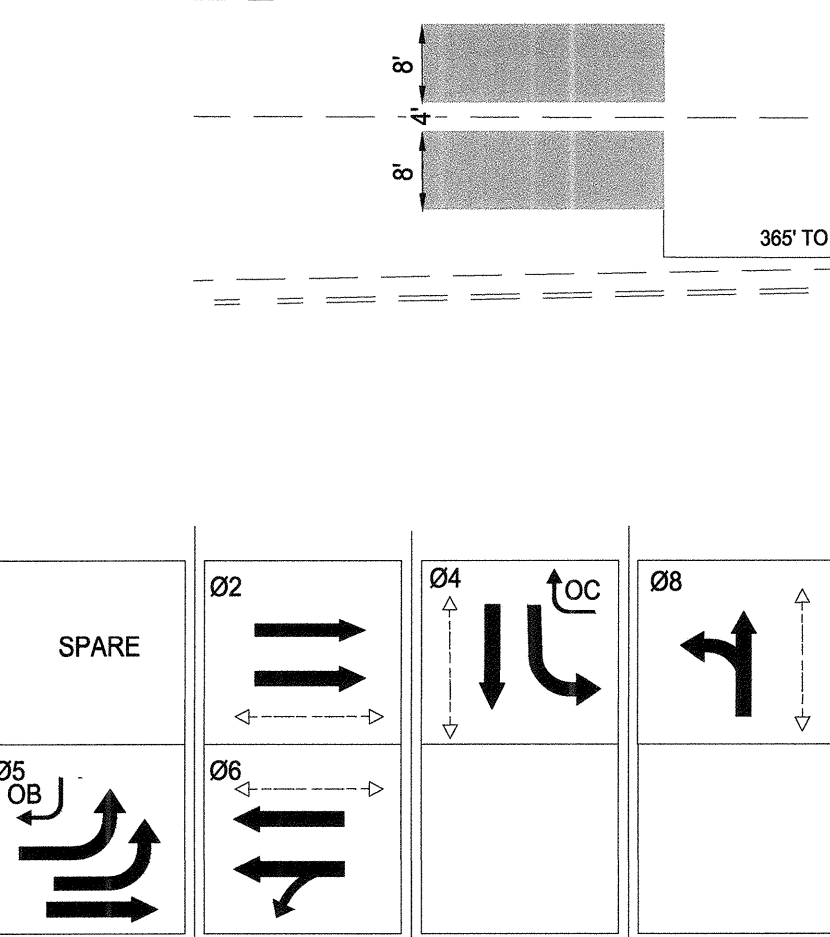
POLE NO.	TYPE	PED PHASE	NOTES
5	PUSH BUTTON	9	POST MOUNTED APS PUSH BUTTON AND SIGN
6	PUSH BUTTON	12	POST MOUNTED APS PUSH BUTTON AND SIGN
7	PUSH BUTTON	12	POST MOUNTED APS PUSH BUTTON AND SIGN
8	PUSH BUTTON	11	POST MOUNTED APS PUSH BUTTON AND SIGN
9	PUSH BUTTON	11	POST MOUNTED APS PUSH BUTTON AND SIGN
10	PEDESTAL	10	POLE MOUNTED COUNT DOWN LED PEDESTRIAN SIGNAL, APS PUSH BUTTON AND SIGN
11	PUSH BUTTON	10	POST MOUNTED APS PUSH BUTTON AND SIGN
12	PEDESTAL	9	POLE MOUNTED COUNT DOWN LED PEDESTRIAN SIGNAL, APS PUSH BUTTON AND SIGN

POLE #4
STA 10+34.5; 47.5
POLE HEIGHT: 17'-3"
MAST ARM LENGTH: 47'-0"
APPROX. ELEV. GROUND AT BASE OF POLE: 362.0±
APPROX. BASE (TOP OF FOOTING): 363.25
HARDWARE:

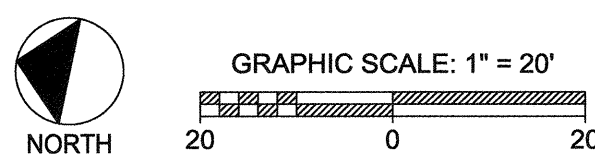
- MAST ARM MOUNTED:
- (1) (3) SIGNAL HEAD
 - (2) (8) SIGNAL HEAD
 - (1) VIDEO DETECTION CAMERA
 - (1) EMERGENCY VEHICLE DETECTOR
 - (1) SIGN A
 - (1) SIGN C
 - (1) SIGN D

POLE MOUNTED:

- (1) COUNT DOWN LED PEDESTRIAN SIGNAL HEAD (10)



RING DIAGRAM



POLE #2
STA 9+12.5; 66' LT
POLE HEIGHT: 18'-0"
MAST ARM LENGTH: 74'-0"
APPROX. FUTURE ELEV. AT BACK OF WALK: 363.7±
APPROX. BASE (TOP OF FOOTING): 365.00
EXISTING GROUND ELEV.: 364.7±
HARDWARE:

- MAST ARM MOUNTED:
- (1) (4) SIGNAL HEAD
 - (1) (4A) SIGNAL HEAD
 - (1) (7) SIGNAL HEAD
 - (1) VIDEO DETECTION CAMERA
 - (1) EMERGENCY VEHICLE DETECTOR
 - (1) SIGN A
 - (1) SIGN C
 - (1) SIGN D
 - (1) VIBRATION DAMPER PLATE

POLE MOUNTED:

- (2) COUNT DOWN LED PEDESTRIAN SIGNAL HEADS, (11) AND (12)

POLE #1
STA 9+09.0; 71' RT
POLE HEIGHT: 17'-0"
MAST ARM LENGTH: 64'-0"
APPROX. FUTURE ELEV. AT BACK OF WALK: 364.0±
APPROX. BASE (TOP OF FOOTING): 364.25
EXISTING GROUND ELEV.: 362.8±
HARDWARE:

- MAST ARM MOUNTED:
- (2) (2) SIGNAL HEADS
 - (2) (5) SIGNAL HEAD
 - (1) VIDEO DETECTION CAMERA
 - (1) EMERGENCY VEHICLE DETECTOR
 - (1) SIGN B
 - (1) SIGN C
 - (1) VIBRATION DAMPER PLATE

POLE MOUNTED:

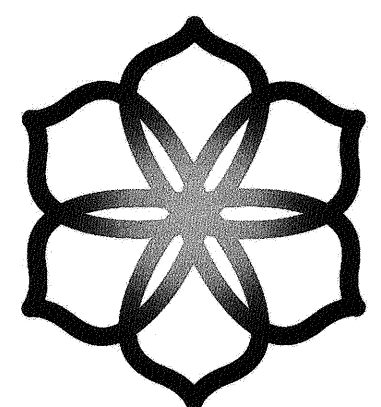
- (2) COUNT DOWN LED PEDESTRIAN SIGNAL HEADS, (9) AND (10)

TRAFFIC SIGNAL LEGEND

- EXISTING 3" CONDUIT
- EXISTING FIBER OPTICS PULL BOX
- POST-MOUNTED SIGN
- PROP VIDEO DETECTION AREA
- PROP VIDEO DETECTION CAMERA
- PROP EMERGENCY VEHICLE DETECTOR
- PROP PREEMPTION FLASHING BEACON
- PROP PAD MOUNTED CONTROLLER
- PROP PEDESTRIAN SIGNAL HEAD
- PROP SIGNAL HEAD WITH BACK PLATE
- PROP PULL BOX
- PROP FIBER OPTICS PULL BOX
- PROP CONDUIT (SIZE AS LISTED)
- PROP CONDUIT - DIRECTIONAL BORE
- PROP PUSH BUTTON POST
- PROP PEDESTRIAN POLE WITH PED SIGNAL AND PUSH BUTTON

A2H ENGINEERS
ARCHITECTS
PLANNERS

A2H, INC.
3009 DAVIES PLANTATION ROAD
LAKELAND, TN 38002
P. 901.372.0404
WWW.A2H.COM



THE LAKE DISTRICT
PLANNED DEVELOPMENT

LAKELAND, TN

PHASE 1 CONSTRUCTION
DOCUMENTS

REVISIONS

PROJECT NO. 15109.01 DATE 09/22/2019

DRAWN SSM CHECKED DMS

TRAFFIC SIGNAL PLAN

C7.00

Emily Harrell 9/4/19
CITY ENGINEER DATE



Board of Commissioners

Meeting Cycle: Thursday, December 7, 2023

Subject: **Resolution** - approving an agreement with Delgado General Corp. for the Fiscal Year 2024 Oliver Creek Bank Stabilization project.

Staff Contact: Paul Posey, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-148-2023.

BUDGET IMPACT

This expenditure is appropriated in the Fiscal Year 2024 original budget for the Stormwater Fund.

DISCUSSION

The City of Lakeland Fiscal Year 2024 bank stabilization project includes repairing the stream bank on Oliver Creek at 4196 Hadley Drive which has deteriorated, causing failure. This project includes the installation of a reinforced soil wall system to reestablish and provide bank stabilization along a section of Oliver Creek. The City received two (2) sealed bids on November 14, 2023. Bids received are as listed in the table below.

BIDDERS	BID AMOUNT
Delgado General Corp.	\$197,931.00
VuCon, LLC	\$305,007.22

The City has reviewed the bids and recommends awarding the agreement to the lowest, qualified bidder, Delgado General Corporation.

RESOLUTION R-148-2023

APPROVING AN AGREEMENT WITH DELGADO GENERAL CORP. FOR THE
FISCAL YEAR 2024 OLIVER CREEK BANK STABILIZATION PROJECT

WHEREAS, the City desires to restabilize the stream bank on Oliver Creek at 4196 Hadley Drive; and,

WHEREAS, Delgado General Corp. was the lowest qualified bidder on November 14, 2023, for the Fiscal Year 2024 Oliver Creek Bank Stabilization project; and,

WHEREAS, Delgado General Corp. is willing and able to provide these services as specified in the Contract documents; and,

WHEREAS, funding for this contract is appropriated in the Fiscal Year 2024 Storm Water 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, an agreement with Delgado General Corp. for the Fiscal Year 2024 Oliver Creek Bank Stabilization project in the amount of one hundred and ninety-seven thousand nine hundred thirty-one dollars (\$197,931.00).

BE IT FURTHER RESOLVED, that the Board of Commissioners authorize an additional twenty thousand dollars (\$20,000.00) 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 two hundred seventeen thousand nine hundred thirty-one dollars (\$217,931.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 7th day of December 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 Delgado General Corp. hereinafter referred to as the "Contractor."

WHEREAS, the City of Lakeland is desirous of stream bank improvements; and,

WHEREAS Delgado General Corp. 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 FY24 OLIVER CREEK BANK STABILIZATION PROJECT , 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 March 22, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by March 29, 2024
- 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 Ninety-Seven Thousand and Nine Hundred Thirty-One Dollars (\$197,931.00), 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 SFA-1 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 SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements
- 8.10 Special Provisions (Section 01810)
- 8.11 Technical Specifications
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid 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 _____ day of _____, 2023

ATTEST:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

By: _____
Cheyenne Carter
Title: City Recorder

By: _____
Michael Walker
Title: City Manager

PROPEX Pyrawall

Engineered Vegetated
Wall System



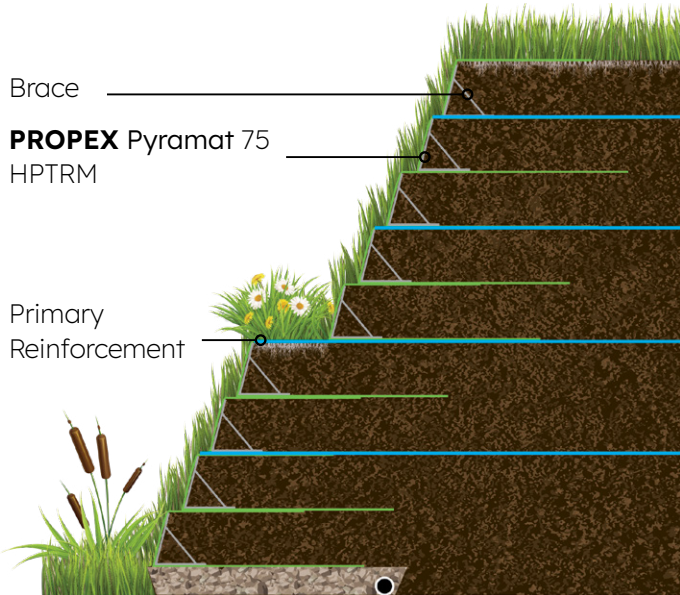


PROPEX® Pyrawall® is a vegetated solution for constructing reinforced soil walls and steepened slopes.

The system consists of **PROPEX® Pyramat® 75 High Performance Turf Reinforcement Mat (HPTRM)** and fiber-composite internal bracing. Featuring flexible setback and alignment, **PROPEX Pyrawall** can be customized to unique site conditions.

FEATURES AND BENEFITS

- Internal bracing provides superior material connection and system performance
- Produces reinforced soil mass to resist lateral earth pressures and provides immediate erosion protection upon installation
- Is a vegetated Best Management Practice solution for NPDES Storm Water Compliance
- Superior UV resistance for up to 75 year of design life
- Eliminates the need for temporary metal bracing, metal wrap face, or removable forms to improve installation efficiency
- Flexibility of product allows for curves to be incorporated along the wall or slope alignment
- Provides durable, permeable and vegetated wall face for long-term performance and aesthetics
- Components are environmentally inert and not susceptible to corrosion
- On-site soil can be used for infill eliminating the cost and carbon footprint of importing soil
- System is easily transported making it ideal for sites that are difficult to access
- Can support a handrail or fence
- For wall heights greater than 7 feet and/or more challenging site conditions, primary reinforcement can be incorporated
- Patented Trilobal X3® Fiber Technology helps lock in seeds and promote rapid root mass development
- Vegetative live stakes, seedlings or small plants can be inserted into or cut into the face of the wall
- Available in Green or Tan



APPLICATIONS

- Wrapped-face Mechanically Stabilized Earth (MSE) Structure
- Reinforced Soil Slopes (RSS)
- Streambank Stabilization
- Landslide remediation
- Vegetated facing for soil-nail or ground-anchored slope
- Landscaping enhancements for residential and commercial properties
- Wing walls for Geosynthetic Reinforced Soil – Integrated Bridge System (GRS_IBS)

See how **PROPEX Pyrawall** can support your next project. Visit our [online design tool](#) for evaluating our Engineered Earth Armoring Solutions.

Contact our Engineering Services Team Hotline at 423.553.2465 or geo.engineering@solmax.com to let us help you with your next project.



About Solmax

Solmax is a world leader in sustainable construction solutions, for civil and environmental infrastructure. Its pioneering products separate, contain, filter, drain and reinforce essential applications in a more sustainable way – making the world a better place.

The company was founded in 1981, and has grown through the acquisition of GSE, TenCate Geosynthetics and Propex. It is now the largest geosynthetics company in the world, empowered by more than 2,000 talented people. Solmax is headquartered in the province of Quebec, Canada, with subsidiaries and operations across the globe.

Uncompromised quality

Our products are manufactured to strict international quality standards. All our products are tested and verified at our dedicated and comprehensive laboratories which maintain numerous accreditations. We offer our partners a wide scope of testing according to published standards to ensure products delivered to sites meet specified quality requirements.

Let's build infrastructure better



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SOLMAX.COM



Board of Commissioners

Meeting Cycle: Thursday, December 7, 2023

Subject: **Resolution** - amending resolutions R-134-2022, R-25-2023, R-70-2023, R-119-2023, and R-139-2023 and the calendar year 2023 City of Lakeland meeting calendar.

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

City Staff recommends that the Board of Commissioners approve resolution R-153-2023.

BUDGET IMPACT

There is no budgetary impact related to this resolution.

DISCUSSION

City Staff proposes cancelation of the second December regular BOC meeting due to its proximity to Christmas, and the anticipated scheduling conflicts of either BOC members and/or City Staff.

RESOLUTION R-153-2023

AMENDING RESOLUTIONS R-134-2022, R-25-2023, R-70-2023, R-119-2023,
AND R-139-2023 AND THE CALENDAR YEAR 2023 CITY OF LAKE LAND 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 has previously revised the meeting calendar for calendar year 2023 with Resolutions R-25-2023, R-70-2023, R-119-2023, and R-139-2023; 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, R-70-2023, R-119-2023, and R-139-2023 by removing the Board of Commissioners regular meeting scheduled for December 21, 2023.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 7th day of December 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Cheyenne Carter, *City Recorder*

RESOLUTION R-149-2023

APPROVING THE CALENDAR YEAR 2024 CITY OF LAKELAND MEETING
CALENDAR

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee, deems it appropriate to set the meeting calendar for the various consolidated Boards and Commissions:

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Lakeland, Tennessee, hereby approves the attached 2024 Meeting Calendar for Lakeland Boards and Commissions.

APPROVED AND ADOPTED by the Board of Commissioners of The City of Lakeland, Tennessee this 7th day of December 2023, the public welfare requiring it.

Josh Roman
Mayor

ATTEST:

Cheyenne Carter
City Recorder

2024 Meeting Calendar

Lakeland Boards & Commissions

January 2024

4th – Board of Commissioners
8th – Lakeland Board of Education Business Meeting
9th – Parks and Recreation & Natural Resources Board
11th – Municipal Planning/Design Review Commission
16th – Community Advisory Board
18th – Board of Commissioners
25th – Industrial Development Board

February 2024

1st – Board of Commissioners
5th – Lakeland Board of Education Work Session
8th – Municipal Planning/Design Review Commission
12th – Lakeland Board of Education Business Meeting
13th – Parks and Recreation & Natural Resources Board
15th – Board of Commissioners
22nd – Industrial Development Board

March 2024

4th – Lakeland Board of Education Business Meeting
7th – Board of Commissioners
12th – Parks and Recreation & Natural Resources Board
18th – Board of Appeals/Storm Water Board of Appeals (*if necessary*)
21st – Municipal Planning/Design Review Commission
28th – Industrial Development Board

April 2024

1st – Lakeland Board of Education Work Session
4th – Board of Commissioners
8th – Lakeland Board of Education Business Meeting
9th – Parks and Recreation & Natural Resources Board
11th – Municipal Planning/Design Review Commission
15th – Board of Appeals/Storm Water Board of Appeals (*if necessary*)
16th – Community Advisory Board
18th – Board of Commissioners
25th – Industrial Development Board

May 2024

2nd – Board of Commissioners
6th – Lakeland Board of Education Work Session
9th – Municipal Planning/Design Review Commission
13th – Lakeland Board of Education Business Meeting
14th – Parks and Recreation & Natural Resources Board
16th – Board of Commissioners
20th – Board of Appeals/Storm Water Board of Appeals (*if necessary*)
23rd – Industrial Development Board

2024 Meeting Calendar

Lakeland Boards & Commissions

June 2024

3rd – Lakeland Board of Education Work Session
6th – Board of Commissioners
10th – Lakeland Board of Education Business Meeting
11th – Parks and Recreation & Natural Resources Board
13th – Municipal Planning/Design Review Commission
17th – Board of Appeals/Storm Water Board of Appeals (*if necessary*)
27th – Industrial Development Board

July 2024

1st – Lakeland Board of Education Work Session
8th – Lakeland Board of Education Business Meeting
9th – Parks and Recreation & Natural Resources Board
11th – Municipal Planning/Design Review Commission
15th – Board of Appeals/Storm Water Board of Appeals (*if necessary*)
16th – Community Advisory Board
18th – Board of Commissioners
25th – Industrial Development Board

August 2024

8th – Municipal Planning/Design Review Commission
13th – Parks and Recreation & Natural Resources Board
15th – Board of Commissioners
19th – Board of Appeals/Storm Water Board of Appeals (*if necessary*)
22nd – Industrial Development Board

September 2024

5th – Board of Commissioners
10th – Parks and Recreation & Natural Resources Board
12th – Municipal Planning/Design Review Commission
16th – Board of Appeals/Storm Water Board of Appeals (*if necessary*)
19th – Board of Commissioners
26th – Industrial Development Board

October 2024

3rd – Board of Commissioners
8th – Parks and Recreation & Natural Resources Board
10th – Municipal Planning/Design Review Commission
15th – Community Advisory Board
17th – Board of Commissioners
21st – Board of Appeals/Storm Water Board of Appeals (*if necessary*)
24th – Industrial Development Board

November 2024

7th – Board of Commissioners
12th – Parks and Recreation & Natural Resources Board

2024 Meeting Calendar

Lakeland Boards & Commissions

November 2024 (cont.)

- 14th – Municipal Planning/Design Review Commission
- 18th – Board of Appeals/Storm Water Board of Appeals (*if necessary*)
- 21st – Board of Commissioners
- 28th – Industrial Development Board

December 2024

- 5th – Board of Commissioners
- 10th – Parks and Recreation & Natural Resources Board
- 12th – Municipal Planning/Design Review Commission
- 16th – Board of Appeals/Storm Water Board of Appeals (*if necessary*)
- 19th – Industrial Development Board



Board of Commissioners

Meeting Cycle: Thursday, December 7, 2023

Subject: **Resolution** - approving the fiscal year 2025 annual budget preparation calendar.

Staff Contact: Andrea Perkins, Finance Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-152-2023.

BUDGET IMPACT

There is no direct budgetary impact (financially) related to this resolution; however, it does set the timing of milestones in the successful preparation of the annual budget.

DISCUSSION

The dates and milestones listed on the resolution are in accordance with the past few years' successful efforts to complete a budget and obtain the GFOA award, and City Staff fully expects the same results for the fiscal year 2025 annual budget.

RESOLUTION R-152-2023

APPROVING THE FISCAL YEAR 2025 ANNUAL BUDGET PREPARATION CALENDAR

WHEREAS, the respective staffs of the City of Lakeland and the Lakeland School System desire to prepare a comprehensive Annual Budget document for fiscal year 2025 to be submitted in compliance with State of Tennessee requirements *and* for recognition and potential award by the Government Finance Officers Association (“GFOA”); and,

WHEREAS, the Board of Commissioners of Lakeland, Tennessee; deems it appropriate to affirm the fiscal year 2025 budget preparation calendar to allow for proper timing and planning toward this goal:

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of the City of Lakeland, Tennessee, hereby approves the fiscal year 2025 Annual Budget Preparation Calendar as follows:

Date	Milestone
1/16/2024	Board of Commissioners strategic planning workshop
1/19/2024	Budget worksheets distributed to Department Directors
2/9/2024	Budget Worksheets and narratives due from department directors
2/16/2024	Budget Document draft, incorporating worksheets and narratives submitted to Board of Commissioners for initial review
3/1/2024	Budget Workshops with Directors begin
3/7/2024	Budget revisions made in conjunction with Board of Commissioners, department directors, and Finance Dept input
3/19/2024	Revised Budget submitted to the Commissioners
3/26/2024	City Funds Workshop
4/1/2024	School Budget presented to LSS Board of Education
4/8/2024	School Budget approved by LSS Board of Education
4/9/2024	Budget consolidation between City and LSS funds begin
4/23/2024	Deadline to have Consolidated Draft Annual Budget Ready for Commissioner Review
4/26/2024	Send Consolidated Draft Budget to Commissioners
5/16/2024	1st Reading of the Annual Budget & Tax Rate
6/6/2024	2nd Reading of the Annual Budget & Tax Rate
6/14/2024	Submission to State of TN and GFOA - Combined Budget Ordinance and Annual Budget document

RESOLUTION R-152-2023

APPROVING THE FISCAL YEAR 2025 ANNUAL BUDGET PREPARATION
CALENDAR

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 7th day of December 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Cheyenne Carter, *City Recorder*



Board of Commissioners

Meeting Cycle: Thursday, December 7, 2023

Subject: **Resolution** - authorizing reappointment to the Board of Appeals / Storm Water Board of Appeals of the City of Lakeland, Tennessee.

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-151-2023.

BUDGET IMPACT

There is no budgetary impact related to this resolution.

DISCUSSION

There are four (4) volunteer members of the BOA/SWBOA, in addition to the BOC liaison (Vice-Mayor Wright). The standard terms for membership are three years. Currently, there are two volunteer members with terms expiring this year, and two with terms expiring in 2025 - with none in 2024. The BOA/SWBOA bylaws also require at least one member seat be open for renewal annually. The solution presented is to extend one member's term one year, and extend the second member's terms three years.

RESOLUTION R-151-2023

AUTHORIZING REAPPOINTMENT TO THE BOARD OF APPEALS / STORM WATER
BOARD OF APPEALS OF THE CITY OF LAKELAND, TENNESSEE

WHEREAS, the City of Lakeland Board of Appeals and Storm Water Board of Appeals (“BOA/SWBOA”) plays a vital role serving as a board of appeals on application of an aggrieved party for variances from the requirements of ordinances of the City of Lakeland; and,

WHEREAS, the BOA/SWBOA has two positions with terms expiring on December 31, 2023; and,

WHEREAS, the BOA/SWBOA bylaws set board membership terms at three (3) years while also requiring at least one member’s term expire each year; and,

WHEREAS, the BOA/SWBOA currently has no members with terms expiring in 2024; and,

WHEREAS, the Lakeland Board of Commissioners has the authority to appoint a new member to the BOA/SWBOA:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that Byron Ledbetter be reappointed to the Board of Appeals / Stormwater Board of Appeals for a one-year term expiring December 31, 2024 (to maintain compliance with bylaws), and that Thomas Pickering be reappointed to the Board of Appeals / Stormwater Board of Appeals for a three-year term expiring December 31, 2026.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 7th day of December 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Cheyenne Carter, *City Recorder*



Board of Commissioners

Meeting Cycle: Thursday, December 7, 2023

Subject: **Resolution** - approving a lease agreement with Gita Sam Shiv f/k/a Gangaben Patel.

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-154-2023.

BUDGET IMPACT

Due to the limited timeframe anticipated from this month-to-month lease, maintenance costs should be minimal and rental income will be generated at the rate of \$1,000 per month.

DISCUSSION

This agreement allows the current owner of the Relax Inn to continue residential occupation of the property post-closing on a month-to-month basis, with a 60-day notice period for vacating the property. It prevents operation of a motel enterprise during the lease period.

RESOLUTION R-154-2023

APPROVING A LEASE AGREEMENT WITH GITA SAM SHIV
F/K/A GANGABEN PATEL

-
- 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,** the City authorized the purchase of the property located at 3645 Canada Road, Lakeland, Tennessee 38002, identified as Parcel ID L0159 00117C ("Subject Property"); and,
- WHEREAS,** the City has prepared the attached Lease Agreement to lease the Subject Property to Gita Sam Shiv f/k/a Gangaben Patel permitting her and her family to occupy the Subject Property as their primary residence; and,
- WHEREAS,** pursuant to the proposed Lease Agreement, Gita Sam Shiv f/k/a Gangaben Patel shall not be allowed to rent, lease, or sublease any room of the Subject Property to any individual or entity other than her family that is currently residing at the Subject Property; and,
- WHEREAS,** pursuant to the proposed Lease Agreement, the City is permitted to remove any and all signs from the exterior of the Subject Property; and,
- WHEREAS,** the BOC hereby approves the Lease Agreement between the City and Gita Sam Shiv pursuant to the proposed Lease Agreement, 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 Lease Agreement is approved and the City Manager is authorized to execute said Lease Agreement permitting Gita Sam Shiv f/k/a Gangaben Patel and her family to continue occupying the Subject Property as set forth in the Lease Agreement.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 7th day of December 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Cheyenne Carter
City Recorder

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into on this the _____ day of _____, 2023, by and between City of Lakeland, Tennessee and/or assigns (the "Lessor") and Gita Sam Shiv formerly known as Gangaben Patel (the "Lessee") (collectively, the "Parties").

1. **DESCRIPTION OF LEASED PREMISES:** The Lessor hereby agrees to lease to the Lessee, and the Lessee does hereby lease from the Lessor, the following described premises: 3645 Canada Road, Lakeland, Tennessee 38002 (hereinafter "Premises").

2. **USE OF LEASED PREMISES:** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for Lessee's family to occupy as its primary residence. Lessee shall not be allowed to rent, lease, or sublease any room to any individual or entity other than her family that is currently residing at the property. Lessee shall, at the time of executing this Lease Agreement, provide Lessor with the names and contact details for each family member currently residing at the property.

3. **TERM OF LEASE:** The term of this Lease shall be on a month-to-month basis commencing on the ____ day of _____, 2023 and continuing until either party provides written notice of intent to terminate this Lease. Such written notice shall be delivered to the address provided in paragraph 21 below. Such writing notice shall be provided at least 60 days prior to termination.

4. **RENT AND EXPENSES:** The net monthly base rent shall be one thousand dollars (\$1,000.00), payable monthly with the first payment due upon the execution of the Lease Agreement and each monthly installment payable thereafter on the first day of each month. Said net monthly base rent is-hereafter referred to as the "base rent". Rent for any period during the term hereon, which is for less than one month shall be a pro-rata portion of the monthly rent.

5. **SECURITY DEPOSIT:** In addition to the above, a security deposit in the amount of one thousand dollars (\$1,000.00), consisting of the first month's rent, shall be due and payable in advance upon the signing of this Lease and which amount shall be held in escrow by the Lessor in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease.

6. **LEASEHOLD IMPROVEMENTS:** The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on the attached sheet) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and that thereafter, any and all leasehold improvements made to the premises which become affixed or attached to the leasehold premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold premises.

Nothing in the Lease shall be construed to authorize Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the premises through actions of the Lessee,

Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If Lessee fails to have the Lien removed, Lessor shall take steps to remove the lien and Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

7. **OBLIGATIONS OF LESSEE:** The Lessee shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the leased premises, so that this is kept in a neat, safe, and presentable condition. The Lessee shall also be responsible for all repairs and maintenance of the leasehold premises, particularly those items which need immediate attention and which the Lessees can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Lessee shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state, or federal laws, rules regulations or ordinances.

In the event the building housing the leased premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring its contemplated operation and business activity into compliance with any law or regulation of a federal, state, or local authority.

8. **INSURANCE:** In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

9. **SUBLET/ASSIGNMENT:** The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof without first obtaining the prior written consent and approval of the Lessor.

10. **DAMAGE TO LEASED PREMISES:** In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the

value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

11. **DEFAULT AND POSSESSION:** In the event (i) Lessee defaults in paying any rental payments hereunder; or (ii) Lessee defaults for fifteen (15) days after written notice thereof in performing any other of its obligations hereunder; or (iii) Lessee vacates the Premises; or, (iv) Lessee operates a business of any kind in the Premises, Lessor shall have the option to do any of the following (in addition to and not in limitation of any other remedy permitted by law or by this Lease):

- (a) Terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor, but if Lessee shall fail to do so, Lessor may, without further notice and without prejudice to any other remedy Lessor may have for possession or arrearages in rent, enter upon the Premises and expel or remove Lessee and its effects; or
- (b) Pursue any and all rights and remedies that Lessor may have against Lessee in law or in equity pursuant to applicable law.

Suit or suits for the recovery of the rents and other amounts and damages set forth in this paragraph may be brought by Lessor, from time to time, at Lessor's election, and nothing in this Lease will be deemed to require Lessor to await the date on which the term of this Lease expires. Each right and remedy in this Lease will be cumulative and will be in addition to every other right or remedy in this Lease or existing at law or in equity or by statute or otherwise, including, without limitation, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Lessor of any such rights or remedies will not preclude the simultaneous or later exercise by Lessor of any such right or remedy. All such rights and remedies are cumulative and nonexclusive.

12. **INDEMNIFICATION:** The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

13. **SUBORDINATION AND ATTORNMENT:** Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

14. **MISCELLANEOUS TERMS:**

- I. **Usage By Lessee:** Lessee shall not conduct or permit to be conducted any business upon the premises or permit any business to be conducted upon the premises. Lessee shall not allow the premises to be used in any way which will invalidate or conflict with any insurance policies applicable to the premises. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises.
- II. **Signs:** Lessee acknowledges and agrees that Lessor is permitted to remove or require the removal of any and all signage displayed on the exterior of the leased premises. Lessee shall not place on any exterior door, wall, or window of the premises any sign or advertising matter without Lessor's prior written consent. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair.
- III. **Condition of Premises/Inspection by Lessee:** The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.
- IV. **Right of Entry:** It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the premises at any time or times for purposes of inspecting or showing the premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.
18. **Estoppel Certificate:** Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.
19. **Waiver:** Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.
20. **Governing Law:** This Lease shall be governed by the laws of the State of Tennessee.
21. **Notices:** Payments and notices shall be addressed to the following:
- Lessor: City of Lakeland, Tennessee
10001 Highway 70
Lakeland, Tennessee 38002
- Lessee: Gita Sam Shiv f/k/a Gangaben Patel
3645 Canada Road
Lakeland, Tennessee 38002

22. **Amendment:** No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

23. **Binding Effect:** This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this ____ day of _____, 2023.

Lessor's Signature

Printed Name

Lessee's Signature

Printed Name

ACKNOWLEDGMENT OF NOTARY PUBLIC

**STATE OF TENNESSEE
SHELBY COUNTY**

On this ____ day of _____, 2023, before me appeared _____, as **LESSOR** of this Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

My commission expires: _____

ACKNOWLEDGMENT OF NOTARY PUBLIC

**STATE OF TENNESSEE
SHELBY COUNTY**

On this ____ day of _____, 2023, before me appeared _____, as **LESSEE** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

My commission expires: _____



Board of Commissioners

Meeting Cycle: Thursday, December 7, 2023

Subject: **Resolution** - authorizing the City Manager to execute an extension of the solid waste collection services contract adopted by resolution 2018/11-95.

Staff Contact: Matthew Brown, Public Works Director

STAFF RECOMMENDATION

City Staff recommends that the Board of Commissioners approve resolution R-156-2023.

BUDGET IMPACT

Any impact from contract extension in terms of rates and costs would be included in the Fiscal Year 2025 budget preparation process.

DISCUSSION

The current solid waste collection contract with Team Waste expires in April 2024. A 90-day notice is due, per the agreement, to either extend or discontinue/re-bid the contract. This means the notice is due in January.

City Staff feels that extending the current contract is the best approach at this time, primarily to protect as much as possible against rate increases while retaining the existing leaf collection provisions of the current agreement.

RESOLUTION R-156-2023

AUTHORIZING THE CITY MANAGER TO EXECUTE
AN EXTENSION OF THE SOLID WASTE COLLECTION SERVICES CONTRACT
ADOPTED BY RESOLUTION 2018/11-95

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to authorize the City Manager to extend the contract related to the solid waste collection services contract; and,

WHEREAS, this contract may be extended by the City for the same terms for one (1) additional successive sixty (60) month period or portions thereof, up to a cumulative total of one hundred twenty (120) months by written notice to the Contractor given at least ninety (90) days before expiration of the term then in existence, subject to earlier termination as provided in the contract; and,

WHEREAS, the Team Waste contract offers continuation of this contract for services to remain as agreed upon from Resolution 2018/11-95; and,

WHEREAS, funding for this contract is appropriated in the Fiscal Year 2024 Annual Budget, and will be presented for appropriation in future period annual budgets:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to extend the contract based on the annually increased rates outline in the original contract.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 7th day of December 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Cheyenne Carter
City Recorder

RATES FOR RESIDENTIAL COLLECTION SERVICE

Items	2024	2025	2026	2027	2028
Monthly Unit Price for Curbside Household Waste	\$9.41	\$9.65	\$9.90	\$10.15	\$10.41
Monthly Unit Price for Curbside Yard Waste	\$4.04	\$4.15	\$4.26	\$4.37	\$4.48
Monthly Unit Price for Curbside Recycling Material	\$2.69	\$2.76	\$2.83	\$2.90	\$2.98
Unit Price for each additional 96-Gallon Cart	\$4.04	\$4.15	\$4.26	\$4.37	\$4.48

RATES FOR MUNICIPAL FACILITY COLLECTION SERVICE

Items	2024	2025	2026	2027	2028
CITY HALL					
96-Garbage Cart One (1) Time Per Week	\$10.67	\$10.93	\$11.20	\$11.46	\$11.72
96-Gallon Recycle Cart One (1) Time Per Week	\$3.06	\$3.13	\$3.20	\$3.27	\$3.34
Six (6) Cubic Yard Container Per Collection Three (3) Times Per Week	\$222.95	\$227.87	\$230.33	\$235.25	\$240.17
Thirty (30) Cubic Yard Container Per Collection/Disposal	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
IH CLUBHOUSE					

Team Waste Cost Proposal 2019

THREE (3) Cubic Yard Container Two (2) Times Per Week	\$115.53	\$118.80	\$122.07	\$125.34	\$128.61
96-Gallon Recycle Cart One (1) Time Per Week	\$3.06	\$3.13	\$3.20	\$3.27	\$3.34

WASTEWATER TREATMENT PLANT

One (3) Cubic Yard Container One (1) Time Per Week	\$58.76	\$60.23	\$61.74	\$63.28	\$64.86
One (20) Cubic Yard Container Per Collection/Dis posal	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00

RESOLUTION R-155-2023

APPROVING LAND SWAP OF PROPERTY OWNED BY VIPULKUMAR PATEL

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, the City of Lakeland subsequently purchased the parcel of property located at 0 Huff N Puff, Lakeland, Tennessee 38002, identified as Parcel ID L0159 00410 ("City Property") which is more particularly described in the Warranty Deed attached as Exhibit A; and

WHEREAS, the City Manager became aware of Vipulkumar Patel's ("Mr. Patel") interest in a land swap wherein he would transfer two (2) parcels of property – 0 Huff N Puff, Lakeland, Tennessee 38002, identified as Parcel ID L0159 00143 and 9920 Beverle Riveria Dr., Lakeland, Tennessee 38002, identified as Parcel ID L0159 00493 – in exchange for the City Property described in Exhibit A. The two (2) Patel parcels are more particularly described in the Warranty Deeds attached as Collective Exhibit B; and,

WHEREAS, the City and Mr. Patel are interested in working towards an agreement regarding a land swap involving the aforementioned land; and

WHEREAS, the BOC hereby approves of the land swap 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 proposed land swap transaction with Mr. Patel, as described herein, is hereby approved and the City Manager and City Attorney are hereby authorized to draft and execute all necessary documents and take all necessary steps to effectuate this land swap transaction.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 7th day of December 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Cheyenne Carter
City Recorder



Shelby County Tennessee
Willie F. Brooks, Jr.
Shelby County Register

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Office of the Shelby County Register.

23083962	
10/04/2023 - 10:39:30 AM	
4 PGS	
JENNIFER	2629010-23083962
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
EFILE FEE	2.00
TOTAL AMOUNT	24.00

WILLIE F. BROOKS JR
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

WARRANTY DEED		This Transfer is exempt from Transfer Tax pursuant to T.C.A. 67-4-409 (f) (1)
THIS INSTRUMENT WAS PREPARED BY Foundation Title & Escrow Series, LLC, 51 Germantown Court, Suite 101, Cordova, TN 38018		
ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NO(S).
City of Lakeland, Tennessee	City of Lakeland, Tennessee	L01-59-00410
(NAME)	(NAME)	
10001 Hwy 70	10001 Hwy 70	
(ADDRESS)	(ADDRESS)	
Lakeland, TN 38002	Lakeland, TN 38002	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, I/WE, **Quantum Hotels, LLC, a Tennessee limited liability company**, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **City of Lakeland, Tennessee**, hereinafter called the Grantees, their heirs and assigns, a certain tract or parcel of land in Shelby County, State of Tennessee, described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

This conveyance is made subject to 2024 County and City Taxes, which are not yet due and payable. Subdivision Restrictions, Building Lines and Easements of record in Plat Book 136, Page 77, in said Register's Office.

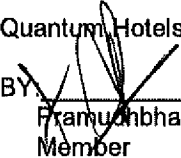
unimproved ☒

This is improved ☐ property, known as 0 Huff N Puff Rd, Lakeland, TN 38002

File Number: MEM-2308138FC

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns forever; and we do covenant with the said Grantees that we are lawfully seized and possessed of said land in fee simple, has a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 20th day of September, 2023

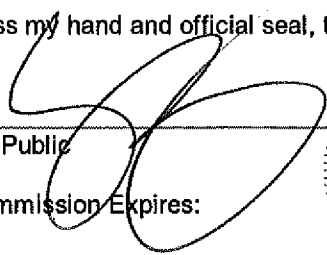
Quantum Hotels, LLC
 BY: 
 Pramudhbhai Patel
 Member

STATE OF TENNESSEE

COUNTY OF SHELBY

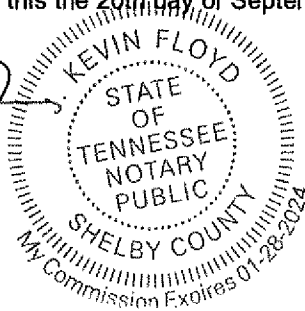
Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared PRAMUDHBHAI PATEL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be MEMBER of QUANTUM HOTELS, LLC, the within-named bargainer, a TENNESSEE limited liability company, and that he as such MEMBER, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the association by himself as such MEMBER.

Witness my hand and official seal, this the 20th day of September, 2023.


 Notary Public

My Commission Expires:

(SEAL)



File Number: MEM-2308138FC

EXHIBIT "A"

Description of the Quantum Hotels, LLC property recorded in Instrument No. FD-1808, being Lot# 2A, Re-Subdivision of Lot# 2, Lakeland Development Corporation's Huff 'N' Puff Road Commercial Subdivision recorded in Plat Book 136, Page 77 in Lakeland, Shelby County, Tennessee:

Beginning at a set 1/2" rebar with plastic cap (OLLAR) in the southeast line of Huff-N-Puff Road (68' R.O.W.) – (Public), said point being the northwest corner of Lot# 2A of said Subdivision recorded in Plat Book 136, Page 77 and the northeast corner of the Vidhi Harsh, LLC property recorded in Instrument No. 15027161; thence northeastwardly along the southeast line of said Huff-N-Puff Road the following calls: North 70 degrees 00 minutes 45 seconds East, 137.19 feet to a point; northeastwardly along a curve to the left having a radius of 387.80 feet, delta angle of 05 degrees 09 minutes 01 seconds, chord bearing of North 67 degrees 26 minutes 15 seconds East, chord distance of 34.85 feet and a curve distance of 34.86 feet to a set 1/2" rebar with plastic cap (OLLAR) at the northeast corner of Lot# 2A of said Subdivision recorded in Plat Book 136, Page 77 and the northwest corner of Lot# 2 of said Subdivision recorded in Plat Book 136, Page 77; thence South 31 degrees 37 minutes 34 seconds East along the northeast line of Lot# 2A of said Subdivision recorded in Plat Book 136, Page 77 and along the southwest line of Lot# 2 of said Subdivision recorded in Plat Book 136, Page 77, 187.26 feet to a set 1/2" rebar with plastic cap (OLLAR) in the northwest line of Interstate Highway No. I-40 (R.O.W. Varies) – (Public), said point being the southeast corner of Lot# 2A of said Subdivision recorded in Plat Book 136, Page 77 and the southwest corner of Lot# 2 of said Subdivision recorded in Plat Book 136, Page 77; thence southwestwardly along the northwest line of said Interstate Highway No. I-40 the following calls: South 56 degrees 17 minutes 52 seconds West, 207.00 feet to a set 1/2" rebar with plastic cap (OLLAR); South 75 degrees 48 minutes 11 seconds West, 23.99 feet to a set 1/2" rebar with plastic cap (OLLAR) at the southwest corner of Lot# 2A of said Subdivision recorded in Plat Book 136, Page 77 and the southeast corner of said property recorded in Instrument No. 15027161; thence North 16 degrees 11 minutes 07 seconds West along the southwest line of Lot# 2A of said Subdivision recorded in Plat Book 136, Page 77 and along the northeast line of said property recorded in Instrument No. 15027161, 229.00 feet to the **POINT OF BEGINNING** and containing 0.96 acres of land.

All bearings are based on the Tennessee Coordinate System of 1983.

Certificate of Authenticity

I, Tonya Loftin, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on September 20, 2023

Date

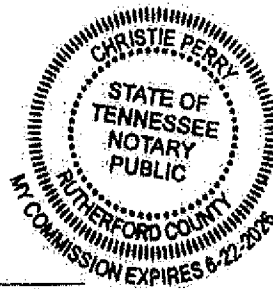
Tonya Loftin
Affiant Signature

September 22, 2023
Date

State of Tennessee
County of Rutherford

Sworn to and subscribed before me this 22nd day of September, 20 23

[Signature]
Notary's Signature



My Commission Expires: _____
Date

Notary's Seal (if on paper)



Shelby County Tennessee

Shelandra Y. Ford

Shelby County Register

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Office of the Shelby County Register.

	
19035915	
04/12/2019	03:20 PM
2 PGS	
MELISA 1857645-19035915	
VALUE	100000.00
MORTGAGE TAX	0.00
TRANSFER TAX	370.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	1.00
WALK THRU FEE	0.00
TOTAL AMOUNT	383.00
SHELANDRA Y FORD	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$100,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

James O. Parker
Affiant

Subscribed and sworn to before me, this the 11th day of April, 2019.

James O. Parker
Notary Public

My commission expires: 12/27/2022
(AFFIX SEAL)



THIS INSTRUMENT WAS PREPARED BY
Griffin, Clift, Everton and Maschmeyer, PLLC
6489 Quail Hollow, Suite 100, Memphis, Tennessee 38120
File No. FF20951

Address of New Owner(s) as follows: Vipulkumar R. Patel	Send Tax Bills To: Vipulkumar R. Patel	Map-Parcel Numbers L0159 00493
9779 Huff N Puff Road	9779 Huff N Puff Road	
Lakeland, TN 38002-9755	Lakeland, TN 38002-9755	

WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEEES, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE,

Mahesh Bakshi and wife, Renu Bakshi

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

Vipulkumar R. Patel

HEREINAFTER CALLED THE GRANTEEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN SHELBY COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Commencing at the intersection of the northerly right of way line of Federal Interstate Highway 40 (uncontrolled access - 175 to centerline) and the present northerly right of way line of Seed Tick Road (50 feet wide); thence north 86 degrees 20 minutes 23 seconds west along the said northeasterly line of Seed Tick Road - 199.17 feet to a point of curve to the left having a radius of 448.88 feet; thence westwardly and southwestwardly along said curve and along said northerly line of Seed Tick Road an arc distance of 305.35 feet (Central Angle = 38 degrees 58 minutes 32 seconds - chord = south 74 degrees 10 minutes 21 seconds west 299.50 feet) to a set iron pin at an angle point in said northerly line of Seed Tick Road; thence north 35 degrees 18 minutes 53 seconds west - 2.50 feet to a found iron pin in said northerly line of Seed Tick Road (55 feet wide); thence south 54 degrees 41 minutes 07 seconds west (continuing along said northerly line of Seed Tick Road) - 44.00 feet to a found iron pin, being the southeasterly corner of the Purti Bapa, Inc. property (Instrument Number BG-7717, Shelby County Register's Office); thence north 34 degrees 39 minutes 57 seconds west along the easterly line of said Purti Bapa, Inc. property

thence south 03 degrees 18 minutes 00 seconds west along said easterly line – 186.57 feet to an interior corner of said Belz Investco L.P. property; thence north 86 degrees 42 minutes 13 seconds west along an exterior line of said Belz Investco L.P. property – 69.32 feet to the Point of Beginning, containing 19,388 square feet or 0.445 acres.

Being the same property conveyed to Grantors in Quit Claim Deed of record at Instrument Number JU 7273 as corrected by Scrivener's Affidavit of record at Instrument Number 1903 5914, in the Register's Office of Shelby County, Tennessee.

This conveyance is subject to 2019 City of Lakeland taxes and 2019 Shelby County taxes, liens not yet due which Grantee hereby agrees to assume and pay.

This is improved () Unimproved (xx) property, known as **0 Huff N Puff Road, Lakeland, TN 38002**

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, the GRANTORS do hereby covenant with the GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title and quiet possession to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this 11th day of April, 2019.



Mahesh Bakshi



Renu Bakshi

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public of said County and State, personally appeared **Mahesh Bakshi and Renu Bakshi**, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 11th day of April, 2019.



Notary Public





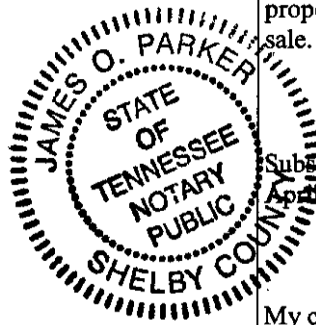
Shelby County Tennessee

Shelandra Y. Ford

Shelby County Register

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Office of the Shelby County Register.

	
19035913	
04/12/2019	03:20 PM
2 PGS	
MELISA 1857845-19035913	
VALUE	275000.00
MORTGAGE TAX	0.00
TRANSFER TAX	1017.50
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	1.00
WALK THRU FEE	0.00
TOTAL AMOUNT	1030.50
SHELANDRA Y FORD	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	



I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$275,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

James O. Parker
Affiant

Subscribed and sworn to before me, this the 11th day of April, 2019.

James O. Parker
Notary Public

My commission expires: 12/27/2022
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Griffin, Clift, Everton and Maschmeyer, PLLC
6489 Quail Hollow, Suite 100, Memphis, Tennessee 38120
File No. FF22689

Address of New Owner(s) as follows: Vipulkumar R. Patel	Send Tax Bills To: Vipulkumar R. Patel	Map-Parcel Numbers L0159 00143
9779 Huff N Puff Road	9779 Huff N Puff Road	
Lakeland, TN 38002-9755	Lakeland, TN 38002-9755	

WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE,

Mahesh Bakshi and Puneet Bakshi

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

Vipulkumar R. Patel

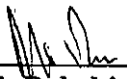
HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN SHELBY COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Beginning at a point in the northwest line of Huff N Puff Road at the southeast corner of the C & L National Company 3.131 acre tract (Deed Instrument No. R1 5158), said point being 1020.89 feet northeastwardly from the east line of New Canada Road as measured along the northwest line of said Huff N Puff; thence run north 40 degrees 19 minutes west along the northeast line of said 3.131 acre tract a distance of 302.63 feet to the northeast corner of said tract; thence run north 49 degrees 41 minutes east 180.0 feet to a point; thence run north 40 degrees 19 minutes east a distance of 300.61 feet to a point in the northwest line of said Huff N Puff Road; thence run south 49 degrees 02 minutes 30 seconds west along said line 180.01 feet to the point of beginning.

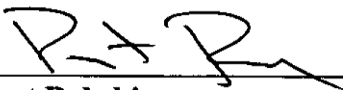
Being the same property conveyed to Grantors in Quit Claim Deed of record at Instrument Number 08036464, in the Register's Office of Shelby County, Tennessee.

simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title and quiet possession to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this 11th day of April, 2019.



Mahesh Bakshi

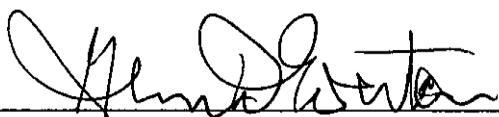


Puneet Bakshi

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public of said County and State, personally appeared **Mahesh Bakshi and Puneet Bakshi**, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 11th day of April, 2019.



Notary Public

My Commission Expires: 10/3/20





Board of Commissioners

Meeting Cycle: Thursday, December 7, 2023

Subject: **Discussion and Possible Action** - regarding celebration in Lakeland of National Law Enforcement Day on January 9th. *Sponsored by Commissioner McCarter*

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION