



Board of Commissioners
Regular Meeting Agenda
Thursday, December 21, 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. June 2023 Treasurer's Report
 2. Status Update on Treasurer's Reports
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 - Sheriff's Report - November Crime Report
 - City Manager's Report
 - a. December City Manager's Report - Year End Review and Employee of the Year
 - Commissioners' Report

- a. The Industrial Development Board of the City of Lakeland - *Mayor Roman*
- b. Lakeland Board of Education - *Vice-Mayor Wright*
- c. Municipal Planning & Design Review Commission - *Commissioner Atkinson*

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 and Change Order #1 with

Delgado General Corp. for the Fiscal Year 2024 Oliver Creek Bank Stabilization project.

9. **Resolution** - approving an agreement with Douglas Hall and Associates, Inc. for review appraisal services related to the Oliver Creek Sewer Interceptor project.
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 the first amendment to the purchase and sales agreement for 3645 Canada Road, Lakeland, Tennessee 38002.
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** - authorizing the City Manager to execute an agreement with Flock Safety for a five-year extension of existing and additional safety cameras.
16. **Resolution** - approving the purchase of a crane from Aerial Truck Equipment Company, Inc.
17. **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*
18. **Discussion and Possible Action** - current status of The Lake District. *Sponsored by Mayor Roman*
19. **Discussion and Possible Action** - regarding a Chick-Fil-A grand opening event. *Sponsored by Mayor Roman*

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

Jul

CITY OF

LAKE LAND

TENNESSEE



JUNE 2023

TREASURER'S REPORT

BOARD SUMMARY

The following Board Summary is provided to assist in the review of the detailed monthly Treasurer's Report on the following pages. The Treasurer's Report provides monthly fiscal-year-to-date operating results for the General Fund, the State Street Aid Fund, the Debt Service Fund, the Sewer Fund, the Storm Water Fund, and the Solid Waste Fund. This report **excludes** the funds of Lakeland School System ("LSS"), either individually or in the aggregate.

Highlights:

- *Results are unaudited, and do not reflect the impact of any potential auditor-proposed adjustments.*
- General Fund:
 - The comparison below shows the difference between the estimated June 30 fund balance (per page 61 of FY2024 Annual Budget) to the actual balances:

	Estimated 6/30/2023	Actual 6/30/2023
<i>Nonspendable</i>	\$ 1,004	\$ 2,256,000
<i>Committed</i>	428,336	368,556
<i>Assigned</i>	854,823	854,823
<i>Unassigned</i>	9,876,173	10,298,573
<i>Total Fund Balance</i>	\$11,160,336	\$13,777,952

- Ending Unassigned Fund Balance exceeded expectations by approximately \$500,000, even with the payment of the deposit on the Econolodge acquisition being shown as Nonspendable Fund Balance.
- Fiscal Year results compared to estimates prepared as part of the FY2024 Annual Budget are shown below (estimates from page 64 of Annual Budget):

	Estimated FYE 6/30/2023	Actual FYE 6/30/2023
<i>Revenues</i>	\$ 19,629,367	\$ 18,683,632
<i>Expenditures</i>	13,852,182	10,208,358
<i>Other Financing Sources (Uses)</i>	(4,792,759)	(4,873,232)
<i>Change in Fund Balance</i>	\$ 984,426	\$ 3,602,042

- Revenues were lower due to approximately \$1 million of grant funding not yet earned, due to capital outlays being \$3 million in total lower than estimated (not all capital outlays are grant funded) – additionally, all functional expenditures in total were under estimates and budget.
- **Of note – interest income was approximately \$12,000 in FY 2022 – it was \$232,000 for FY 2023**
- State Street Aid Fund –
 - Difference between budget and actual primarily due to the timing of the large summer paving project, which was delayed into FY2024.
- Storm Water Fund –
 - Capital outlays were largely deferred to grow fund balance.

BOARD SUMMARY (CONTINUED)

- Solid Waste Fund –
 - Fund performed under budget overall, primarily due to deferred capital outlay expenditures.
- Sewer Fund –
 - Plan and estimates for the Sewer Fund included anticipated earlier implementation of sewer rates increase, which were not effective until December 2023.
 - Interest income significantly higher than anticipated.

Budget Transfers

Budgetary transfers for fiscal year 2023 are as noted in Appendix A at the back of this Treasurer's Report.

BOARD SUMMARY (CONTINUED)

Outstanding Debt Update – by Purpose of Debt

Profile as of

06/30/2023



[Export Data](#)

Viewing 5 Purposes with 10 total issues [View All Issues](#)

Total Outstanding Par Amount: **62,320,966**

☐	Title	Original Par Amount	Outstanding Par Amount
☐	BEVERLE RIVERA ROADWAY EXTENSION (1 Issue)	1,490,397	1,241,104
☐	LSS HIGH SCHOOL CONSTRUCTION (5 Issues)	88,705,500	44,534,801
☐	LSS MIDDLE SCHOOL CONSTRUCTION (2 Issues)	34,794,500	14,312,458
☐	LSS SETTLEMENT (1 Issue)	332,443	167,603
☐	PUBLIC WORKS PROJECTS (INCL TREATMENT PLANT) (1 Issue)	9,811,191	2,065,000

† [Audited Financial Statements: 06/30/2021](#)

JUNE FISCAL YEAR-TO-DATE RESULTS



CITY OF LAKELAND
BALANCE SHEET - ALL CITY GOVERNMENTAL FUNDS - UNAUDITED
June 30, 2023

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
ASSETS						
Cash and cash equivalents	\$ 11,215,357	\$ 54	\$ 2,257,541	\$ 451,856	\$ 83,307	\$ 14,008,115
Receivables						
Property taxes, net of allowance	5,870,994	-	-	-	-	5,870,994
Grants	-	-	-	-	-	-
Other	124,670	-	-	46,327	106,549	277,546
Due from other governments	900,025	-	82,586	-	-	982,611
Due from other funds	-	-	8,159	-	-	8,159
Prepaid items	2,256,000	-	-	-	-	2,256,000
Inventory	-	-	-	-	-	-
Restricted cash	-	-	-	-	-	-
Total assets	<u>\$ 20,367,046</u>	<u>\$ 54</u>	<u>\$ 2,348,286</u>	<u>\$ 498,183</u>	<u>\$ 189,856</u>	<u>\$ 23,403,425</u>
LIABILITIES						
Accounts payable and accrued liabilities	\$ 383,574	\$ -	\$ 231,510	\$ 6,091	\$ 115,349	\$ 736,524
Deposits	176,572	-	-	-	-	176,572
Due to other funds	14,389	-	-	-	8,159	22,548
Unearned revenue	-	-	-	-	-	-
Total liabilities	<u>574,535</u>	<u>-</u>	<u>231,510</u>	<u>6,091</u>	<u>123,508</u>	<u>935,644</u>
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue						
Property taxes	5,857,234	-	-	-	-	5,857,234
Grants	157,325	-	-	-	-	157,325
Other	-	-	-	-	-	-
Total deferred inflows of resources	<u>6,014,559</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,014,559</u>
FUND BALANCES						
Nonspendable	2,256,000	-	-	-	-	2,256,000
Restricted	-	-	-	492,092	66,348	558,440
Committed	368,556	54	2,116,776	-	-	2,485,386
Assigned	854,823	-	-	-	-	854,823
Unassigned	10,298,573	-	-	-	-	10,298,573
Total fund balances	<u>13,777,952</u>	<u>54</u>	<u>2,116,776</u>	<u>492,092</u>	<u>66,348</u>	<u>16,453,222</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 20,367,046</u>	<u>\$ 54</u>	<u>\$ 2,348,286</u>	<u>\$ 498,183</u>	<u>\$ 189,856</u>	<u>\$ 23,403,425</u>

CITY OF LAKELAND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL CITY GOVERNMENTAL FUNDS - UNAUDITED - FOR THE FYTD PERIOD ENDED
June 30, 2023

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
REVENUES						
Property taxes	\$ 4,953,825	\$ -	\$ -	\$ -	\$ -	\$ 4,953,825
Local taxes	3,364,638	-	-	-	-	3,364,638
Intergovernmental	1,974,191	-	485,419	-	-	2,459,610
Licenses and permits	182,990	-	-	-	-	182,990
Charges for services	111,520	-	-	205,306	1,357,587	1,674,413
Federal, state, and local grants	7,849,736	-	-	-	19,063	7,868,799
Interest income	231,730	9	-	-	-	231,739
Other	15,002	-	-	-	-	15,002
Total revenues	18,683,632	9	485,419	205,306	1,376,650	20,751,016
EXPENDITURES						
Current						
General government	2,067,110	-	-	-	-	2,067,110
Community development	916,631	-	-	-	-	916,631
Public works	601,894	-	2,717,400	70,955	1,388,592	4,778,841
Parks and recreation	903,174	-	-	-	-	903,174
Capital Outlay	5,719,549	-	448,673	64,657	251,776	6,484,655
Debt Service						
Principal	-	8,256,730	-	-	-	8,256,730
Interest and fiscal charges	-	1,502,297	-	-	-	1,502,297
Total expenditures	10,208,358	9,759,027	3,166,073	135,612	1,640,368	24,909,438
Excess of revenues over expenditures	8,475,274	(9,759,018)	(2,680,654)	69,694	(263,718)	(4,158,422)
OTHER FINANCING SOURCES (USES)						
Issuance of debt	7,015,747	-	-	-	-	7,015,747
Issuance of leases	-	-	-	-	-	-
Transfers in	700,000	9,759,027	1,971,747	-	63,500	12,494,274
Transfers out	(12,588,979)	-	-	-	-	(12,588,979)
Total other financing sources (uses)	(4,873,232)	9,759,027	1,971,747	-	63,500	6,921,042
Net change in fund balances	3,602,042	9	(708,907)	69,694	(200,218)	2,762,620
Fund balances - beginning	10,175,910	45	2,825,683	422,398	266,566	13,690,602
Fund balances - ending	\$ 13,777,952	\$ 54	\$ 2,116,776	\$ 492,092	\$ 66,348	\$ 16,453,222

CITY OF LAKELAND, TENNESSEE

SEWER FUND

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

JUNE 30, 2023

	Prior YTD 06/30/22	Current YTD 06/30/23	Plan FY 2023
Operating revenues:			
Sewer service fee	\$ 1,541,065	\$ 1,792,549	\$ 2,126,953
Service connection fees	282,750	94,800	405,096
Operating grants	-	-	3,751,052
Total operating revenues	<u>1,823,815</u>	<u>1,887,349</u>	<u>6,283,101</u>
Operating expenses:			
Personnel expenses	(325,886)	(551,305)	(655,840)
General and administrative	(503,430)	(491,007)	(478,470)
Depreciation	(543,731)	-	(510,000)
Total operating expenses	<u>(1,373,047)</u>	<u>(1,042,312)</u>	<u>(1,644,310)</u>
Operating Income (Loss)	450,768	845,037	4,638,791
Nonoperating revenues (expenses):			
Interest income	5,403	96,585	2,957
Interest and agent fee expense	(30,606)	(78,883)	(45,766)
Loss on sale of capital assets	-	-	-
Total non-operating expenses	<u>(25,203)</u>	<u>17,702</u>	<u>(42,809)</u>
Change in net position	425,565	862,739	4,595,982
Capital Contributions	<u>244,155</u>	<u>1,268,887</u>	<u>-</u>
Net position - beginning of year	<u>12,838,734</u>	<u>13,508,454</u>	<u>13,508,454</u>
Net position - Jun-30	<u><u>\$ 13,508,454</u></u>	<u><u>\$ 15,640,080</u></u>	<u><u>\$ 18,104,436</u></u>

CITY OF LAKELAND, TN
SEWER FUND
STATEMENT OF NET POSITION
JUNE 30, 2023

ASSETS

Current assets:

Cash and cash equivalents	\$ 1,009,951
Restricted cash and cash equivalents	-
Receivables	
Accounts	146,252
Interest	1,721
Total current assets	<u>1,157,924</u>

Capital assets:

Capital assets, not being depreciated	1,818,377
Capital assets, being depreciated - net	<u>15,538,212</u>
Total capital assets	<u>17,356,589</u>

Total assets	<u>18,518,920</u>
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DEFERRED OUTFLOWS OF RESOURCES

Deferred Outflows Related to Pensions	41,496
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LIABILITIES

Current liabilities:

Accounts payable and accrued expenses	820,609
Deposits	-
Current portion of notes payable	<u>636,000</u>
Total current liabilities	<u>1,456,609</u>

Noncurrent liabilities:

Net pension liability	-
Notes payable, net of current portion	<u>1,429,000</u>
Total liabilities	<u>2,885,609</u>

DEFERRED INFLOWS OF RESOURCES

Deferred Inflows Related to Pensions	<u>34,727</u>
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NET POSITION

Net investment in capital assets	15,291,589
Unrestricted	<u>348,491</u>
Total net position	<u><u>\$ 15,640,080</u></u>

CITY OF LAKELAND, TENNESSEE
SEWER FUND
STATEMENT OF CASH FLOWS
JUNE 30, 2023

	<u>Current YTD</u> <u>06/30/23</u>
Cash flows from operating activities:	
Receipts from customers and users	\$ 1,879,589
Payments to suppliers/operating costs	(572,500)
Net cash provided by operating activities	<u>1,307,089</u>
Cash flows from noncapital financing activities:	
Transfer of grant funds to General Fund	(1,875,526)
Cash flows from capital and related financing activities:	
Grant proceeds	-
Principal payments on capital debt	(636,000)
Acquisition and construction of capital assets	(1,241,038)
Interest paid on capital debt	(78,883)
Net cash used by capital and related financing activities	<u>(1,955,921)</u>
Cash flows from investing activities:	
Interest income received	<u>96,585</u>
Net increase (decrease) in cash and cash equivalents	(2,427,773)
Cash and cash equivalents - beginning of year	<u>3,437,724</u>
Cash and cash equivalents - Jun-30	<u><u>\$ 1,009,951</u></u>

CITY OF LAKELAND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

GENERAL FUND

JUNE 30, 2023

	Prior YTD 06/30/22	Current YTD 06/30/23	Budget FY 2023	% Earned/Used Year-to-Date
REVENUES				
Property Taxes	\$ 4,740,144	\$ 4,953,825	\$ 4,911,449	100.86%
Local Taxes	2,788,508	3,364,638	2,914,488	115.45%
Intergovernmental	1,860,939	1,974,191	2,174,313	90.80%
Licenses and permits	274,995	182,990	262,966	69.59%
Charges for services	165,365	111,520	226,282	49.28%
Federal, State, and Local Grants	6,266,931	7,849,736	20,029,635	39.19%
Other	45,231,857	246,732	24,317	1014.65%
Total Revenues	<u>61,328,739</u>	<u>18,683,632</u>	<u>30,543,450</u>	<u>61.17%</u>
EXPENDITURES				
Current				
General government	(2,045,453)	(2,067,110)	(2,293,343)	90.14%
Community Development	(734,128)	(916,631)	(1,089,474)	84.14%
Public Works	(692,394)	(601,894)	(648,562)	92.80%
Parks and Recreation	(742,561)	(903,174)	(1,008,961)	89.52%
Capital Projects	(8,090,061)	(5,719,549)	(23,154,317)	24.70%
Debt Service				
Principal	-	-	-	0.00%
Interest	-	-	-	0.00%
Total Expenditures	<u>(12,304,597)</u>	<u>(10,208,358)</u>	<u>(28,194,657)</u>	<u>36.21%</u>
Excess (deficiency) of revenues over (under) expenditures	49,024,142	8,475,274	2,348,793	
OTHER FINANCING SOURCES (USES)				
Issuance of Debt	1,519,228	7,015,747	9,980,772	
Issuance of Leases	-	-	-	
Transfers in	700,000	700,000	700,000	
Transfers out	(52,355,283)	(12,588,979)	(15,537,030)	
Total Other Financing Sources	<u>(50,136,055)</u>	<u>(4,873,232)</u>	<u>(4,856,258)</u>	
Net Change in Fund Balance	<u>\$ (1,111,913)</u>	<u>\$ 3,602,042</u>	<u>\$ (2,507,465)</u>	
Allocation of Net Change in Fund Balance:				
Committed Fund Balance		\$ (928,816)		
Restricted Fund Balance		(81,198)		
Assigned Fund Balance		250,000		
Nonspendable Fund Balance		2,254,996		
Unassigned Fund Balance		2,107,060		
Net Change in Fund Balance		<u>\$ 3,602,042</u>		

CITY OF LAKELAND
DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
JUNE 30, 2023

	YTD	06/30/23	Budget	FY
			2023	
Revenues:				
Interest	\$	9	\$	-
Total Revenues		9		-
Expenditures:				
Principal		(8,256,730)		(11,221,735)
Interest		(1,498,716)		(1,478,944)
Dues and Fees		(3,581)		(6,400)
Total Expenditures		(9,759,027)		(12,707,079)
Net excess (deficiency) of revenues over expenditures		(9,759,018)		(12,707,079)
Other Financing Sources (Uses):				
Transfers In		9,759,027		12,707,079
Transfers Out		-		-
Total Other Financing Sources (Uses)		9,759,027		12,707,079
Net Change in Fund Balance	\$	9	\$	-

STATE STREET AID
STATEMENT OF REVENUES AND EXPENSES
JUNE 30, 2023

	Prior YTD 06/30/22	Current YTD 06/30/23	Budget FY 2023
REVENUES:			
State shared revenue	\$ 487,882	\$ 485,419	\$ 526,033
Grant Revenue	153,314	-	-
Total revenues	<u>641,196</u>	<u>485,419</u>	<u>526,033</u>
EXPENDITURES:			
Personnel expenses	(168,899)	(289,341)	(349,390)
Public works	(918,483)	(2,428,059)	(4,328,097)
Capital projects	(468,257)	(448,673)	(445,712)
Total expenditures	<u>(1,555,639)</u>	<u>(3,166,073)</u>	<u>(5,123,199)</u>
Net excess (deficiency) of revenues over expenditures	(914,443)	(2,680,654)	(4,597,166)
OTHER FINANCING SOURCES (USES):			
Transfers in	3,184,556	1,971,747	1,971,747
Total other financing sources (uses):	<u>3,184,556</u>	<u>1,971,747</u>	<u>1,971,747</u>
Net change in fund balance	2,270,113	(708,907)	(2,625,419)
Fund balance - beginning of year	<u>555,575</u>	<u>2,825,683</u>	<u>2,825,683</u>
Fund balance - Jun 30	<u>\$ 2,825,683</u>	<u>\$ 2,116,776</u>	<u>\$ 200,264</u>

STORM WATER FUND
STATEMENT OF REVENUES AND EXPENDITURES
JUNE 30, 2023

	Prior YTD 06/30/22	Current YTD 06/30/23	Budget FY 2023
REVENUES:			
Storm Water Fees	\$ 202,246	\$ 205,306	\$ 203,445
Other	30,300	-	-
Total revenues	<u>232,546</u>	<u>205,306</u>	<u>203,445</u>
EXPENDITURES:			
Personnel expenses	(56,351)	(59,430)	(58,288)
General and administrative	(14,532)	(11,525)	(28,060)
Capital	(5,731)	(64,657)	(310,000)
Total expenditures	<u>(76,614)</u>	<u>(135,612)</u>	<u>(396,348)</u>
OTHER FINANCING SOURCES/USES			
Transfers in from General Fund	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	155,932	69,694	(192,903)
Fund balance - beginning of year	<u>266,466</u>	<u>422,398</u>	<u>422,398</u>
Fund balance - Jun 30	<u>\$ 422,398</u>	<u>\$ 492,092</u>	<u>\$ 229,495</u>

SOLID WASTE FUND
STATEMENT OF REVENUES AND EXPENDITURES
JUNE 30, 2023

	Prior YTD 06/30/22	Current YTD 06/30/23	Budget FY 2023
REVENUES:			
Solid waste collection fees	\$ 1,333,953	\$ 1,357,587	\$ 1,342,514
Interest income	-	-	-
Grant revenues	-	19,063	-
Other	-	-	-
Total revenues	<u>1,333,953</u>	<u>1,376,650</u>	<u>1,342,514</u>
EXPENDITURES:			
Personnel expenditures	(147,864)	(89,820)	(93,540)
General and administrative	(61,557)	(69,360)	(99,085)
Contracted services	(1,086,018)	(1,229,412)	(1,190,000)
Capital	(53,833)	(251,776)	(290,000)
Total expenditures	<u>(1,349,272)</u>	<u>(1,640,368)</u>	<u>(1,672,625)</u>
Net excess (deficiency) of revenues over expenditures	(15,319)	(263,718)	(330,111)
OTHER FINANCING SOURCES (USES):			
Transfers in	-	63,500	63,500
Net change in fund balance	(15,319)	(200,218)	(266,611)
Fund balance - beginning of year	<u>281,885</u>	<u>266,566</u>	<u>266,566</u>
Fund balance - Jun 30	<u>\$ 266,566</u>	<u>\$ 66,348</u>	<u>\$ (45)</u>

APPENDIX A – BUDGETARY TRANSFERS



Fnd T Acct Obj Prj Loc Prg	Account Level Description	2022-23 Original Budget	2022-23 Budget Carry Fwd	2022-23 Budget Revisions	2022-23 Budget Transfers	2022-23 Revised Budget
110 E 41000 111 000 00000 000	GOV - Salary	129,958.00	0.00	0.00	100.00	130,058.00
110 E 41000 121 000 00000 000	GOV - Regular Employee Wages	52,244.00	0.00	0.00	-37,038.00	15,206.00
110 E 41000 141 000 00000 000	GOV - FICA (Employer's Share)	19,678.00	0.00	0.00	-3,000.00	16,678.00
110 E 41000 142 000 00000 000	GOV - Insurance	27,874.00	0.00	0.00	3,500.00	31,374.00
110 E 41000 144 000 00000 000	GOV - RHS PLAN	1,040.00	0.00	0.00	100.00	1,140.00
110 E 41000 212 000 00000 000	GOV - Employee Engagement	500.00	0.00	0.00	4,000.00	4,500.00
110 E 41000 220 000 00000 000	GOV - Printing	10,000.00	0.00	0.00	-500.00	9,500.00
110 E 41000 230 000 00000 000	GOV - Publicity/Dues	12,000.00	0.00	0.00	-3,000.00	9,000.00
110 E 41000 253 000 00000 000	GOV - Accounting & Auditing Se	33,990.00	0.00	0.00	-5,000.00	28,990.00
110 E 41000 259 000 00000 000	GOV - Other Professional Servi	25,000.00	0.00	0.00	17,950.00	42,950.00
110 E 41000 266 000 00000 000	GOV - Repair & Maintenance Bui	20,000.00	0.00	0.00	9,898.00	29,898.00
110 E 41000 290 000 00000 000	GOV - Contracted Service	65,000.00	0.00	0.00	-25,398.00	39,602.00
110 E 41000 299 000 00000 000	GOV - Contingency	1,500.00	0.00	0.00	-395.64	1,104.36
110 E 41000 300 000 00000 000	GOV - Neighborhood Watch	12,000.00	0.00	0.00	-7,500.00	4,500.00
110 E 41000 320 000 00000 000	GOV - Operating Supplies	3,000.00	0.00	0.00	-350.00	2,650.00
110 E 41000 920 000 00000 000	GOV - Property Acquisition	0.00	0.00	2,250,000.00	221,000.00	2,471,000.00
110 E 41000 932 000 00000 000	GOV - Building Improvements	275,000.00	14,260.99	60,000.00	80,000.00	429,260.99
110 E 41000 951 000 00000 000	GOV - Furn & Fixtures	0.00	15,521.21	0.00	9,550.00	25,071.21
110 E 41330 148 000 00000 000	BOC - Education/Training	1,000.00	0.00	0.00	400.00	600.00
110 E 41330 230 000 00000 000	BOC - EDC Marketing	10,000.00	0.00	0.00	-3,500.00	6,500.00
110 E 41330 287 000 00000 000	BOC - Meals & Entertainment	0.00	0.00	0.00	500.00	500.00
110 E 41330 288 000 00000 000	BOC - Vol Appreciation Dinner	4,000.00	0.00	0.00	400.00	4,400.00
110 E 41330 999 000 00000 000	BOC - Relief Donations	0.00	0.00	0.00	3,000.00	3,000.00
110 E 41500 111 000 00000 000	FIN - Salary	99,258.00	0.00	0.00	109,824.00	209,082.00
110 E 41500 121 000 00000 000	FIN - Regular Employee Wages	149,271.00	0.00	0.00	-102,555.00	46,716.00
110 E 41500 123 000 00000 000	FIN - Overtime Wages	1,016.00	0.00	0.00	-739.00	277.00
110 E 41500 141 000 00000 000	FIN - FICA (Employer's Share)	19,280.00	0.00	0.00	-1,177.00	18,103.00
110 E 41500 143 000 00000 000	FIN - Retirement	13,334.00	0.00	0.00	200.00	13,534.00
110 E 41500 148 000 00000 000	FIN - Education/Training	5,500.00	0.00	0.00	-2,113.00	3,387.00
110 E 41500 259 000 00000 000	FIN - Other Prof Services	800.00	0.00	0.00	500.00	1,300.00
110 E 41500 280 000 00000 000	FIN - Travel	4,500.00	0.00	0.00	-1,820.00	2,680.00
110 E 41500 290 000 00000 000	FIN - Contracted Service	0.00	0.00	0.00	14,500.00	14,500.00
110 E 41500 299 000 00000 000	FIN - Contingency	1,000.00	0.00	0.00	-1,000.00	0.00
110 E 41500 951 000 00000 000	FIN - Furn & Fixtures	0.00	0.00	0.00	2,750.00	2,750.00
110 E 41670 111 000 00000 000	ENG - Salary	127,264.00	0.00	0.00	-16,795.00	110,469.00
110 E 41670 122 000 00000 000	ENG - Temporary Employee Wages	17,233.00	0.00	0.00	-8,000.00	9,233.00
110 E 41670 141 000 00000 000	ENG - FICA (Employer's Share)	11,164.00	0.00	0.00	-1,905.00	9,259.00
110 E 41670 148 000 00000 000	ENG - Education/Training	2,500.00	0.00	0.00	-800.00	1,700.00
110 E 41670 259 000 00000 000	ENG - Other Professional Servi	15,000.00	0.00	0.00	-2,300.00	12,700.00
110 E 41670 261 000 00000 000	Repairs & Maintenance Vehicles	0.00	0.00	0.00	500.00	500.00
110 E 41670 280 000 00000 000	ENG - Travel	3,500.00	0.00	0.00	1,300.00	4,800.00
110 E 41670 287 000 00000 000	ENG - Meals & Entertainment	750.00	0.00	0.00	500.00	1,250.00
110 E 41670 299 000 00000 000	ENG - Contingency	2,500.00	0.00	0.00	-1,500.00	1,000.00
110 E 41670 773 000 00000 000	ENG - New Canada Rd Improvemen	16,350,000.00	3,431,978.73	0.00	-301,500.00	19,480,478.73
110 E 41670 781 000 00000 000	ENG - Transp Plan Update	210,000.00	0.00	0.00	2,300.00	212,300.00
110 E 41670 900 000 00000 000	ENG - Capital Outlay Roads	0.00	0.00	0.00	500.00	500.00
110 E 41672 111 000 00000 000	INS - Salary	0.00	0.00	0.00	53,356.00	53,356.00
110 E 41672 121 000 00000 000	INS - Regular Employee Wages	120,915.00	0.00	0.00	-53,686.00	67,229.00
110 E 41672 123 000 00000 000	INS - Overtime Wages	1,234.00	0.00	0.00	-507.00	727.00
110 E 41672 142 000 00000 000	INS - Insurance	26,846.00	0.00	0.00	13,000.00	39,846.00
110 E 41672 148 000 00000 000	INS - Education/Training	2,750.00	0.00	0.00	-560.00	2,190.00
110 E 41672 261 000 00000 000	INS - Repair & Maintenance Mot	5,000.00	0.00	0.00	250.00	5,250.00
110 E 41672 280 000 00000 000	INS - Travel	1,500.00	0.00	0.00	560.00	2,060.00
110 E 41672 299 000 00000 000	INS - Contingency	300.00	0.00	0.00	-250.00	50.00
110 E 41700 111 000 00000 000	PLN - Salary	65,192.00	0.00	0.00	111,714.80	176,906.80
110 E 41700 121 000 00000 000	PLN - Regular Employee Wages	124,286.00	0.00	0.00	-120,288.00	3,998.00
110 E 41700 123 000 00000 000	PLN - Overtime Wages	1,794.00	0.00	0.00	-1,794.00	0.00
110 E 41700 141 000 00000 000	PLN - FICA (Employer's Share)	14,777.00	0.00	0.00	-26.40	14,750.60
110 E 41700 142 000 00000 000	PLN - Insurance	29,405.00	0.00	0.00	2,000.00	31,405.00
110 E 41700 143 000 00000 000	PLN - Retirement	9,255.00	0.00	0.00	1,500.00	10,755.00
110 E 41700 254 000 00000 000	PLN - Arch/Eng/Landscape Serv	150,000.00	0.00	0.00	-8,000.00	142,000.00
110 E 41700 951 000 00000 000	PLN - Furniture & Fixtures	0.00	0.00	0.00	8,000.00	8,000.00
110 E 41701 111 000 00000 000	ECD - Salary	21,731.00	0.00	0.00	20,297.50	42,028.50
110 E 41701 121 000 00000 000	ECD - Regular Employee Wages	15,980.00	0.00	0.00	-14,480.00	1,500.00
110 E 41701 123 000 00000 000	ECD - Overtime Wages	598.00	0.00	0.00	-598.00	0.00
110 E 41701 141 000 00000 000	ECD - FICA (Employer's Share)	2,959.00	0.00	0.00	227.50	3,186.50
110 E 41701 143 000 00000 000	ECD - Retirement	1,934.00	0.00	0.00	1,000.00	2,934.00
110 E 41710 111 000 00000 000	CDE - Salary	0.00	0.00	0.00	45,538.00	45,538.00
110 E 41710 121 000 00000 000	CDE - Regular Employee Wages	42,952.00	0.00	0.00	-42,952.00	0.00
110 E 41710 123 000 00000 000	CDE - Overtime Wages	292.00	0.00	0.00	-292.00	0.00
110 E 41710 141 000 00000 000	CDE - FICA (Employer's Share)	3,341.00	0.00	0.00	20.00	3,361.00
110 E 41710 142 000 00000 000	CDE - Insurance	15,624.00	0.00	0.00	1,500.00	17,124.00
110 E 41710 143 000 00000 000	CDE - Retirement	2,184.00	0.00	0.00	200.00	2,384.00
110 E 41710 144 000 00000 000	CDE - RHS PLAN	1,040.00	0.00	0.00	100.00	1,140.00
110 E 41711 111 000 00000 000	ITS - Salary	94,515.00	0.00	0.00	87,549.00	182,064.00
110 E 41711 121 000 00000 000	ITS - Regular Employee Wages	109,835.00	0.00	0.00	-92,043.10	17,791.90
110 E 41711 123 000 00000 000	ITS - Overtime Wages	361.00	0.00	0.00	-361.00	0.00
110 E 41711 141 000 00000 000	ITS - FICA (Employer's Share)	15,817.00	0.00	0.00	490.00	16,307.00
110 E 41711 142 000 00000 000	ITS - Insurance	25,775.00	0.00	0.00	2,000.00	27,775.00
110 E 41711 143 000 00000 000	ITS - Retirement	8,750.00	0.00	0.00	1,500.00	10,250.00
110 E 41711 245 000 00000 000	ITS - Telephone	6,900.00	0.00	0.00	-360.00	6,540.00
110 E 41711 255 000 00000 000	IS - Data Processing Services	142,340.00	0.00	0.00	7,650.00	149,990.00
110 E 41711 259 000 00000 000	IS - Other Professional Servi	104,060.00	0.00	0.00	9,411.00	113,471.00
110 E 41711 948 000 00000 000	IS - Computer Upgrades	37,735.00	2,072.00	0.00	4,773.00	44,580.00
110 E 41711 951 000 00000 000	ITS - Furniture & Fixtures	5,000.00	0.00	0.00	3,071.10	8,071.10
110 E 43000 111 000 00000 000	PW - Salary	59,897.00	0.00	0.00	2,851.70	62,748.70
110 E 43000 121 000 00000 000	PW - Regular Employee Wages	298,396.00	0.00	0.00	-4,142.00	294,254.00
110 E 43000 141 000 00000 000	PW - FICA (Employer's Share)	27,908.00	0.00	0.00	370.90	28,278.90
110 E 43000 259 000 00000 000	PW - Other Prof. Services	10,000.00	0.00	0.00	-3,000.00	7,000.00
110 E 43000 290 000 00000 000	PW - Contracted Service	15,000.00	0.00	0.00	-2,000.00	13,000.00
110 E 43000 341 000 00000 000	PW - Tools	18,000.00	0.00	0.00	-500.00	17,500.00
110 E 43000 949 000 00000 000	PW - Sirens & Installation	7,500.00	5,999.50	0.00	5,000.00	18,499.50
110 E 44310 241 000 00000 000	SC - Electric	6,000.00	0.00	0.00	1,500.00	7,500.00
110 E 44310 242 000 00000 000	SC - Water	2,750.00	0.00	0.00	250.00	3,000.00
110 E 44310 245 000 00000 000	SC - Telephone	3,700.00	0.00	0.00	500.00	4,200.00
110 E 44310 247 000 00000 000	SC - Programs - Admissions	4,000.00	0.00	0.00	-1,000.00	3,000.00
110 E 44310 287 000 00000 000	SC - Meals & Entertainment	10,500.00	0.00	0.00	-1,150.00	9,350.00
110 E 44310 320 000 00000 000	SC - Operating Supplies	2,500.00	0.00	0.00	-100.00	2,400.00
110 E 44400 246 464 00000 000	REC - Rent - Y Bball	15,000.00	0.00	0.00	-6,500.00	8,500.00
110 E 44400 246 465 00000 000	REC - Rent - Y Cheer	4,000.00	0.00	0.00	-2,000.00	2,000.00
110 E 44400 246 466 00000 000	REC - Rent - Y Tball	6,000.00	0.00	0.00	-4,000.00	2,000.00
110 E 44400 246 475 00000 000	REC - Rent - Y Football	2,500.00	0.00	0.00	-2,000.00	500.00
110 E 44400 290 464 00000 000	REC - Contracted Svc - Y BBALL	17,500.00	0.00	0.00	2,500.00	20,000.00
110 E 44400 290 465 00000 000	REC - Contracted Svc - Y Cheer	15,000.00	0.00	0.00	-8,000.00	7,000.00
110 E 44400 290 466 00000 000	REC - Contracted Svc - Y Tball	1,000.00	0.00	0.00	1,000.00	2,000.00
110 E 44400 290 475 00000 000	REC - Contracted Svc - Y Footb	7,500.00	0.00	0.00	1,000.00	8,500.00
110 E 44400 320 464 00000 000	REC - Op Supplies - Y Basketbal	2,500.00	0.00	0.00	21.25	2,521.25
110 E 44400 320 465 00000 000	REC - Op Supplies - Y Cheer	2,000.00	0.00	0.00	-243.50	1,756.50
110 E 44400 320 466 00000 000	REC - Op Supplies - Y T Ball	1,000.00	0.00	0.00	500.00	1,500.00
110 E 44400 320 475 00000 000	REC - Op Supplies - Y Football	5,000.00	0.00	0.00	12,500.00	17,500.00
110 E 44400 326 464 00000 000	REC - Uniforms - Y Bball	5,000.00	0.00	0.00	-21.25	4,978.75
110 E 44400 326 466 00000 000	REC - Uniforms - Y Tball	2,000.00	0.00	0.00	1,000.00	3,000.00

Fnd T Acct	Obj	Prj	Loc	Prg	Account Level Description	2022-23 Original Budget	2022-23 Budget Carry Fwd	2022-23 Budget Revisions	2022-23 Budget Transfers	2022-23 Revised Budget
110 E 44400	326	475	00000	000	REC - Uniforms - YFootball	5,000.00	0.00	0.00	3,500.00	8,500.00
110 E 44400	465	000	00000	000	REC - Youth Cheerleading	0.00	0.00	0.00	743.50	743.50
110 E 44400	475	000	00000	000	REC - Youth Football	0.00	0.00	0.00	1,064.34	1,064.34
110 E 44421	241	000	00000	000	IHC - Electric	6,000.00	0.00	0.00	2,000.00	8,000.00
110 E 44421	245	000	00000	000	IHC - Telephone	800.00	0.00	0.00	100.00	900.00
110 E 44421	266	000	00000	000	IHC - Repair & Maintenance Bui	20,000.00	0.00	0.00	-595.37	19,404.63
110 E 44421	290	000	00000	000	IHC - Contracted Service	3,000.00	0.00	0.00	495.37	3,495.37
110 E 44421	951	000	00000	000	IHC - Furniture/Fixtures	10,000.00	3,763.84	0.00	-2,000.00	11,763.84
110 E 44710	111	000	00000	000	PRK - Salary	90,979.00	0.00	0.00	135,682.00	226,661.00
110 E 44710	121	000	00000	000	PRK - Regular Employee Wages	242,799.00	0.00	0.00	-126,865.00	115,934.00
110 E 44710	123	000	00000	000	PRK - Overtime Wages	840.00	0.00	0.00	2,160.00	3,000.00
110 E 44710	141	000	00000	000	PRK - FICA (Employer's Share)	25,855.00	0.00	0.00	200.00	26,055.00
110 E 44710	245	000	00000	000	PRK - Telephone	2,040.00	0.00	0.00	2,160.00	4,200.00
110 E 44710	320	000	00000	000	PRK - Operating Supplies	3,500.00	815.00	0.00	-1,064.34	3,250.66
110 E 44710	326	000	00000	000	PRK - Uniforms	1,150.00	0.00	0.00	250.00	1,400.00
110 E 44710	452	000	00000	000	PRK - Gravel & Sand	5,000.00	0.00	0.00	-2,160.00	2,840.00
110 E 44710	461	000	00000	000	PRK - Park Maintenance	60,000.00	0.00	0.00	-1,950.00	58,050.00
110 E 44710	923	000	00000	000	PRK - Park Development	140,000.00	7,366.00	0.00	-47,600.00	99,766.00
110 E 44710	944	000	00000	000	PRK - Vehicles	0.00	0.00	0.00	45,440.00	45,440.00
110 E 51923	762	000	00000	000	Capital Trans to LSS	0.00	0.00	81,194.00	5.64	81,199.64
121 E 43100	111	000	00000	000	STR - Salary	29,501.00	0.00	0.00	1,158.30	30,659.30
121 E 43100	121	000	00000	000	STR - Regular Employee Wages	198,573.00	0.00	0.00	1,410.00	199,983.00
121 E 43100	141	000	00000	000	STR - FICA (Employer's Share)	17,773.00	0.00	0.00	199.10	17,972.10
121 E 43100	341	000	00000	000	STR - Tools	12,000.00	0.00	0.00	-2,767.40	9,232.60
121 E 43100	452	000	00000	000	STR - Gravel & Sand	60,000.00	0.00	0.00	-17,000.00	43,000.00
121 E 43100	533	000	00000	000	STR - Machinery & Equip Rental	5,000.00	0.00	0.00	12,000.00	17,000.00
121 E 43100	940	000	00000	000	STR - New Capital Light Equipm	54,000.00	6,987.00	0.00	2,000.00	62,987.00
121 E 52115	920	000	00000	000	STR - Building Improvements	0.00	110,964.74	0.00	3,000.00	113,964.74
412 E 43250	148	000	00000	000	SEW - Education/Training	3,500.00	0.00	0.00	5,600.00	9,100.00
412 E 43250	212	000	00000	000	SEW - EE Engagement	0.00	0.00	0.00	500.00	500.00
412 E 43250	230	000	00000	000	SEW - Publicity/Dues	2,000.00	0.00	0.00	-500.00	1,500.00
412 E 43250	244	000	00000	000	SEW - Gas/Propane	800.00	0.00	0.00	7,200.00	8,000.00
412 E 43250	261	000	00000	000	SEW - Repair & Maintenance	4,000.00	0.00	0.00	2,500.00	6,500.00
412 E 43250	266	000	00000	000	SEW - Repair & Maintenance	15,000.00	0.00	0.00	-7,200.00	7,800.00
412 E 43250	280	000	00000	000	SEW - Travel	4,000.00	0.00	0.00	5,000.00	9,000.00
412 E 43250	287	000	00000	000	SEW - Meals & Entertainment	1,000.00	0.00	0.00	4,400.00	5,400.00
412 E 43250	290	000	00000	000	SEW - Contracted Service	30,000.00	0.00	0.00	12,000.00	42,000.00
412 E 43250	331	000	00000	000	SEW - Gas, Oil, Diesel	10,000.00	0.00	0.00	10,000.00	20,000.00
412 E 43250	333	000	00000	000	SEW - Other Equipment Parts	50,000.00	0.00	0.00	10,000.00	60,000.00
412 E 43250	953	000	00000	000	SEW - Improvements Other	300,000.00	49,650.00	0.00	3,000.00	352,650.00
412 E 43250	954	000	00000	000	SEW - Light Equipment	36,000.00	0.00	0.00	-2,500.00	33,500.00
412 E 43250	958	000	00000	000	SEW - Oliver Creek Interceptor	470,000.00	0.00	0.00	-50,000.00	420,000.00
416 E 46000	111	000	00000	000	STW - Salaries	0.00	0.00	0.00	17,252.00	17,252.00
416 E 46000	121	000	00000	000	STW - Regular Employee Wages	40,305.00	0.00	0.00	-16,562.00	23,743.00
416 E 46000	123	000	00000	000	STW - Overtime Wages	412.00	0.00	0.00	-169.00	243.00
416 E 46000	142	000	00000	000	STW - Insurance	8,936.00	0.00	0.00	-521.00	8,415.00
416 E 46000	341	000	00000	000	STW - Tools	1,000.00	0.00	0.00	2,000.00	3,000.00
416 E 46000	454	000	00000	000	STW - Sewer Line Materials	5,500.00	0.00	0.00	-2,000.00	3,500.00
424 E 43260	121	000	00000	000	SDW - Regular Employee Wages	60,913.00	0.00	0.00	1,725.00	62,638.00
424 E 43260	141	000	00000	000	SDW - FICA (Employer's Share)	4,803.00	0.00	0.00	90.00	4,893.00
424 E 43260	295	000	00000	000	SDW - Litter Control	25,000.00	0.00	0.00	-1,170.00	23,830.00
424 E 43260	299	000	00000	000	SDW - Contingency	1,000.00	0.00	0.00	-645.00	355.00

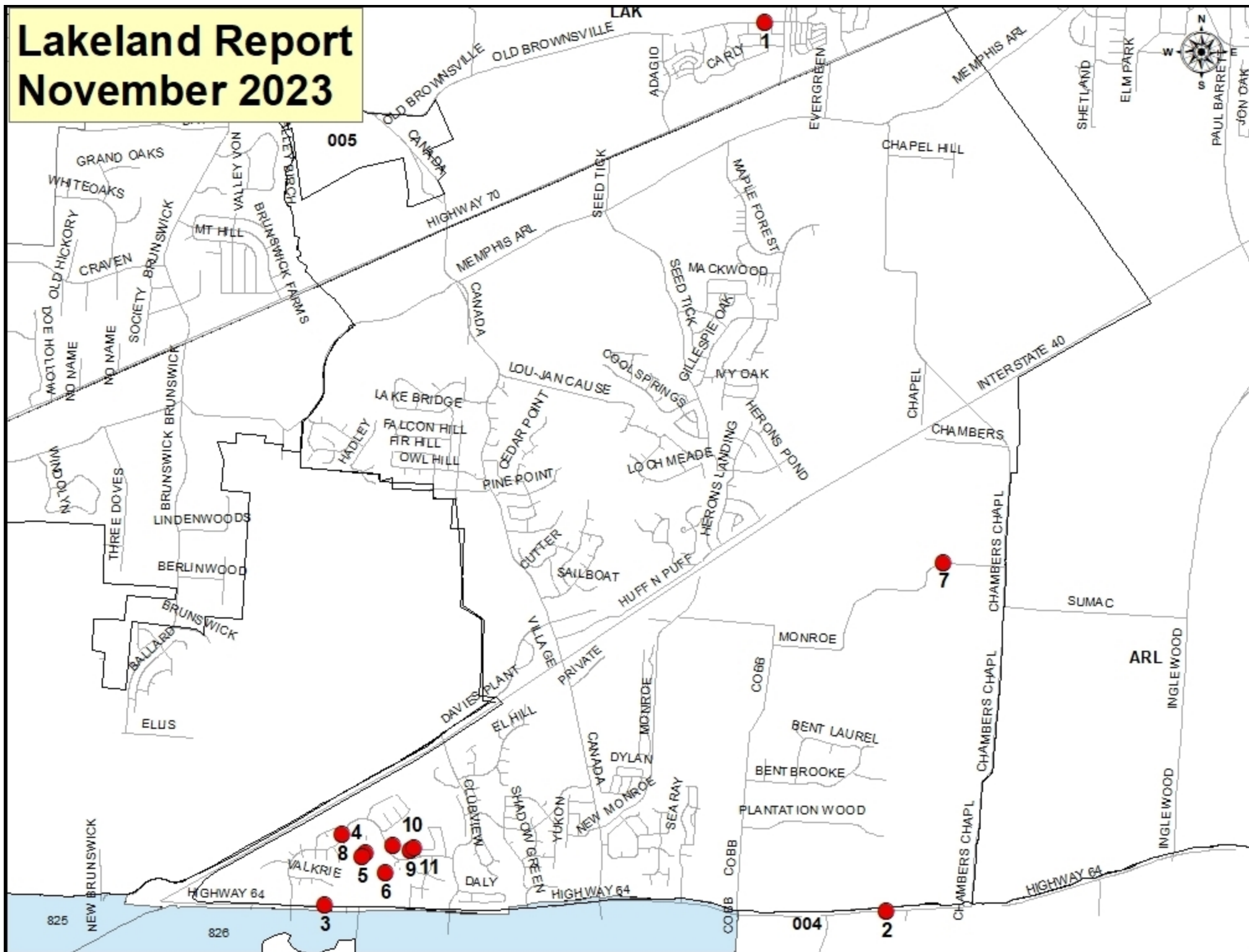
Shelby County Sheriff's Office



Crime Report

Lakeland
November 2023

Lakeland Report November 2023



Incident Table

ID #	CASE_NUMBER	DEPT. CODE	METHOD OF ENTRY	DATE OF REPORT
1	2311000366SH	Vandalism/Felony		11/7/2023 11:18:00 AM
2	2311000836SH	Burglary/Residential	BROKE SIDE DOOR	11/16/2023 4:49:00 PM
3	2311001152SH	Other Theft/Non-Specific		11/24/2023 3:27:00 PM
4	2311001046SH	Theft from Motor Vehicle		11/21/2023 12:22:00 PM
5	2311001013SH	Theft from Motor Vehicle		11/21/2023 2:29:00 AM
6	2311001020SH	Vandalism/Misdemeanor		11/21/2023 6:24:00 AM
7	2311001370SH	Other Theft/Non-Specific		11/29/2023 3:15:00 PM
8	2311001394SH	Theft from Motor Vehicle	THROUGH UNLOCKED DOOR FRONT DOOR	11/30/2023 6:42:00 AM
9	2311001414SH	Theft from Motor Vehicle	BROKE FRONT WINDOW	11/30/2023 9:54:00 AM
10	2311001392SH	Theft from Motor Vehicle	THROUGH UNLOCKED DOOR FRONT DOOR	11/30/2023 5:47:00 AM
11	2311001418SH	Vandalism/Misdemeanor		11/30/2023 10:18:00 AM

All Incident Count

Incident ▼	Count
Burglary/Residential	1
Drugs/Narcotics Violation/Felony	1
Impersonation	1
Other Theft/Non-Specific	2
Simple Assault	2
Theft from Motor Vehicle	5
Vandalism/Felony	1
Vandalism/Misdemeanor	2
Grand Total	15

Tracked Count

Tracked Crimes	Nov-23	Oct-23	Nov-22
Agg Assault	0	1	2
Burg Bus	0	0	2
Burg Const	0	0	0
Burg Res	1	0	0
MVT	0	1	6
Other Lar	2	2	4
Robb Ind	0	0	0
Theft Fm Bldg	0	0	0
Theft fm Mot Veh	5	6	12
Vandalism	3	0	4
Totals	11	10	30

END OF PRESENTATION

CITY OF
LAKELAND
TENNESSEE

City Manager's Report
December 2023

CITY OF
LAKE LAND
TENNESSEE
City Manager's Report

BOC Priorities Linkage

City Manager's Report

BOC Priorities Linkage

Public Safety	Economic Development
4 - ORD - Code update regulating unauthorized parking 15 - RES - 5-year extension of Flock Safety agreements	13 - RES - Amendment to PSA for Relax Inn
Parks and Recreation Improvements	Enhance City Planning
Road Maintenance	Administrative Support / Other
6 - RES - TDOT grant for Canada Road 7 - RES - Traffic signal on Canada Road	1 - 11.16.2023 BOC minutes approval 2 - ORD - Adopting State trespass code 3 - ORD - Expungment of records 5 - ORD - Adopting State bid requirement levels 8 - RES - Oliver Creek Bank stabilization 9 - RES - Oliver Creek Interceptor appraisal services 10 - RES - BOC meeting calendar 11 - RES - Budget prep calendar 12 - RES - Reappointments to BOA/SWBOA 14 - RES - Extension of Team Waste contract 16 - RES - Sewer crane purchase 17 - Discussion - PRB and CAB meeting schedules 18 - Discussion - TLD status 19 - Discussion - CFA grand opening

CITY OF
LAKELAND
TENNESSEE
City Manager's Report

Year-End Review

1 - Public Safety

- Coordinate with public safety partners to determine and support facility needs, crime prevention awareness and communication, and increased presence within the City of Lakeland

2 - Economic Development

- Focus upon economic development within the Lakeland Gateway area (northern portion of Canada Road and Interstate 40 exchange) to enhance City of Lakeland amenities and tax base

3 - Parks and Recreation Improvements

- Create and expand parks and recreation facilities

4 - Enhance City Planning

- Update Lakeland's land development regulations (LDRs) and comprehensive plan, with a focus upon protecting and maintaining the character of the Highway 70 corridor

5 - Road Maintenance

- Allocate funding and maintain paving projects and road maintenance

1 - Public Safety

- Coordinate with public safety partners to determine and support facility needs, crime prevention awareness and communication, and increased presence within the City of Lakeland

Multiple meetings with SCSO leadership, including Sheriff Bonner

Agreements entered into for purchase of potential sites for SCSO facilities needs

CAB January 2023 meeting with numerous resident concerns presented by and addressed with SCSO

2 - Economic Development

- Focus upon economic development within the Lakeland Gateway area (northern portion of Canada Road and Interstate 40 exchange) to enhance City of Lakeland amenities and tax base

TIF District established in February by IDB, BOC, and Shelby County Commission approvals

Condemnation and acquisition of Econolodge (and parking lot)

Agreement for purchase of Relax Inn (to close in March 2024)

Agreement for purchase of Belz property

Development of partnership with YMCA for operation of Lakeland Community Center

Demolition of Econolodge completed

Multiple discussions with performing arts company regarding potential location in Lakeland

3 - Parks and Recreation Improvements

- Create and expand parks and recreation facilities

Development of partnership with YMCA for operation of Lakeland Community Center (operating agreement development in progress)

Condemnation and acquisition of Econolodge (and parking lot)

Demolition of Econolodge completed

Phase II design continued for Lakeland athletic complex

Approval of funding for installation of field lighting at Lakeland athletic complex

Multiple discussions with performing arts company regarding potential location in Lakeland

4 - Enhance City Planning

- Update Lakeland's land development regulations (LDRs) and comprehensive plan, with a focus upon protecting and maintaining the character of the Highway 70 corridor

PULSE Plan meetings and subcommittees throughout the year – Plan presented for approval early 2024

LDR update started and under way – multiple mid-year Code amendments approved via Ordinance

5 - Road Maintenance

- Allocate funding and maintain paving projects and road maintenance

Paving project funding
allocated in FY24 budget
(\$1.7MM)

New Canada Road
construction documents
completed – awaiting State
of TN award of additional
grant funds

“Old” Canada Road paving
grant awarded

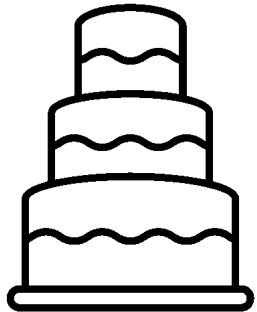
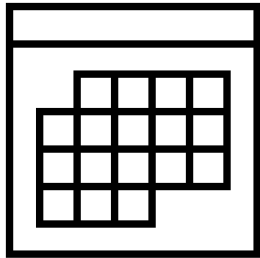
FY23 paving completed in
Evergreen Manor,
Bentbrooke Hills, Salem
Road

CITY OF
LAKE LAND
TENNESSEE
City Manager's Report

City Staff Highlights

City Manager's Report

City Staff Highlights



- **Work Anniversaries**
 - December 12th – Donald Graham, Jr. – Public Works
- **Birthdays**
 - December 3rd – Paul Posey - Engineering
 - December 30th – Paul Luker - Planning

City Manager's Report

Employee of the Year



City Manager's Report Questions?



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

I. CALL TO ORDER BY MAYOR:

The meeting was called to order by Mayor Josh Roman at 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
THURSDAY, NOVEMBER 16, 2023, 5:30 P.M.
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 Fawc 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



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

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
REGULAR MEETING MINUTES
THURSDAY, NOVEMBER 16, 2023, 5:30 P.M.
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
REGULAR MEETING MINUTES
THURSDAY, NOVEMBER 16, 2023, 5:30 P.M.
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 21, 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 21, 2023

Final Reading: December 21, 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 21, 2023

Final Reading: December 21, 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 21, 2023

Final Reading: December 21, 2023

Josh Roman, *Mayor*

ATTEST:

Cheyenne Carter
City Recorder

Meeting Cycle: Thursday, December 21, 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 21, 2023
Public Hearing: January 4, 2024
Final Reading: January 4, 2024

ATTEST:

Josh Roman, *Mayor*

Cheyenne Carter, *City Recorder*

Meeting Cycle: Thursday, December 21, 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 21st 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:

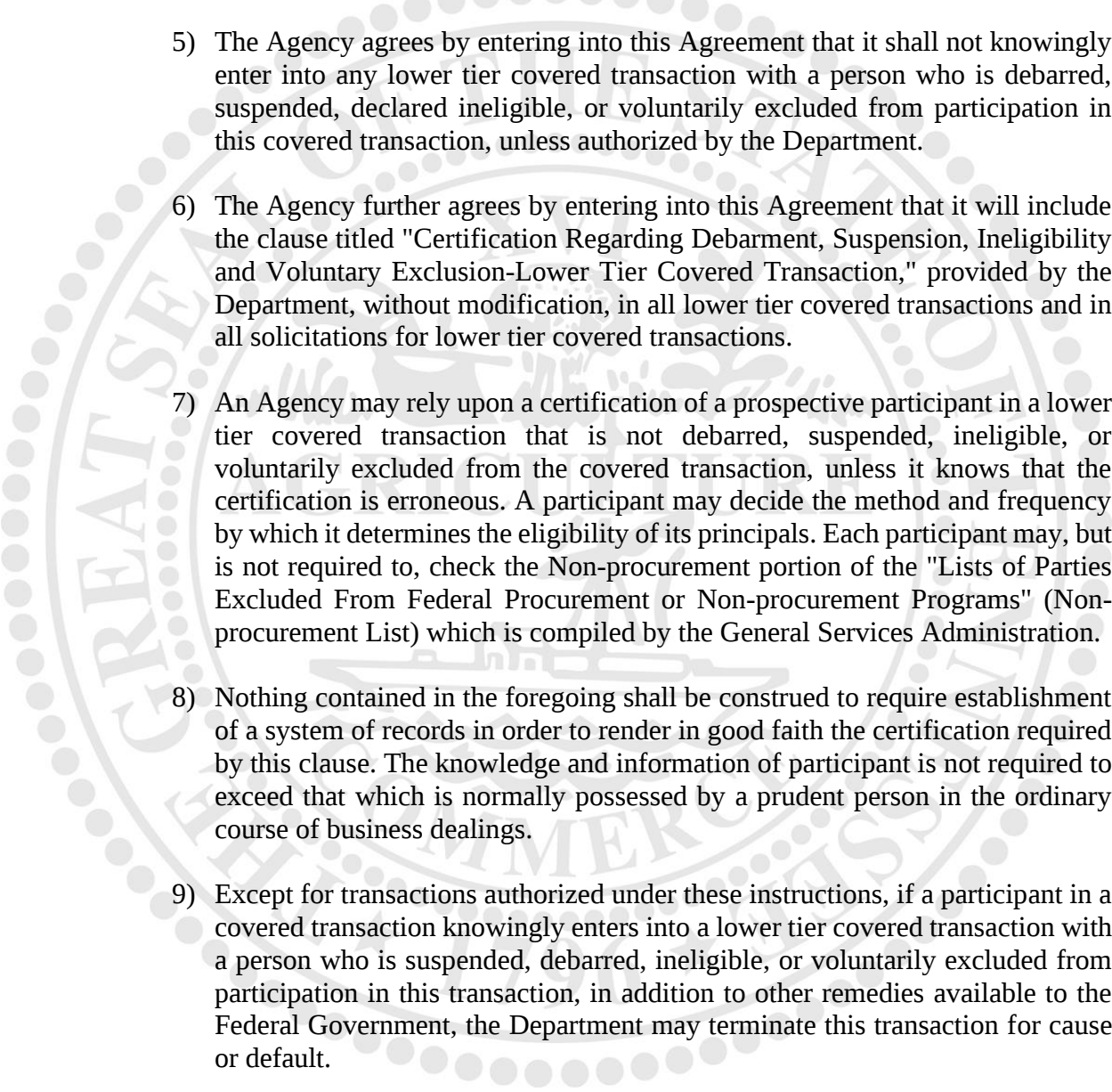
- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation 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 21, 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 21st 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 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: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

By: _____

By: _____

Cheyenne Carter

Michael Walker

Title: City Recorder

Title: City Manager

SFA-5

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

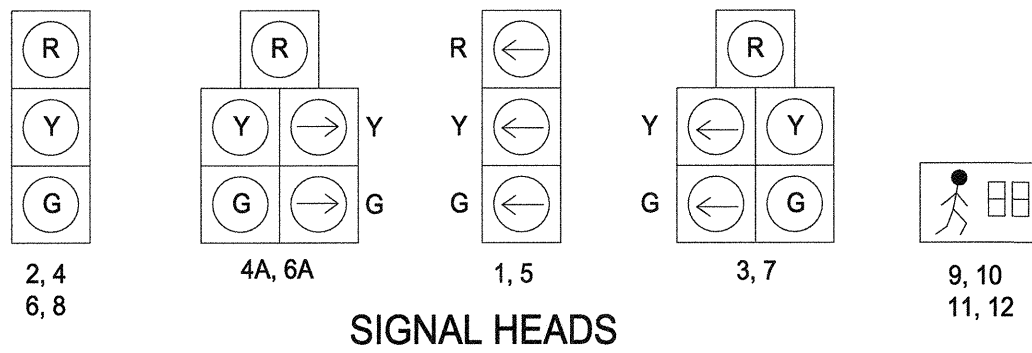
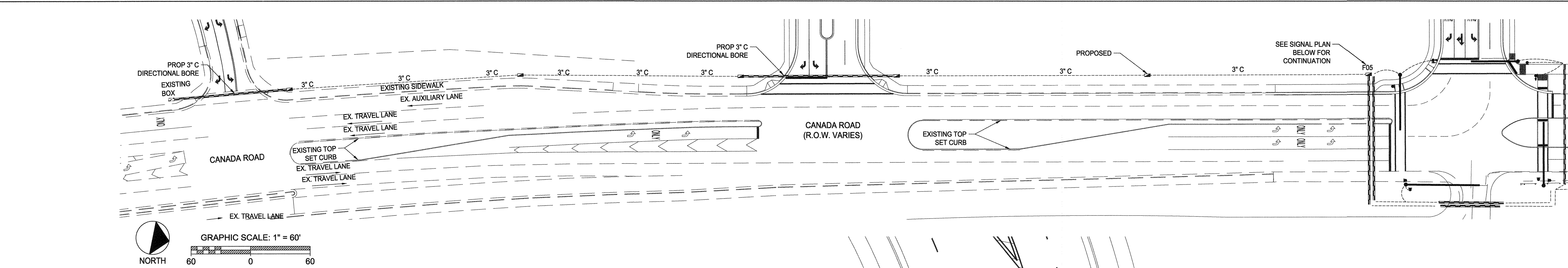
RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

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 REQUEST THAT YOU RETURN ANY CHANGES TO US IMMEDIATELY. THE DESIGN OF ANY AND ALL ITEMS SHOWN HEREIN IS THE RESPONSIBILITY OF A2H, INC. AND NOT THE RESPONSIBILITY OF ANY OTHER PARTY.

1/20/2019 10:09:02 C:\p\Projects\Phase 1\15109.01-TRAFFIC SIGNAL PLAN.dwg
PLOT SCALE: 1" = 60'
LATEST REV: 1



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 FOUNDATION 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)

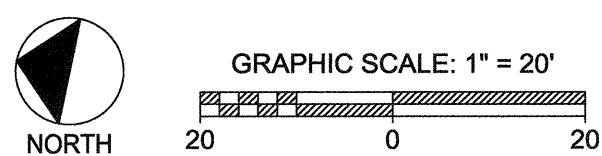
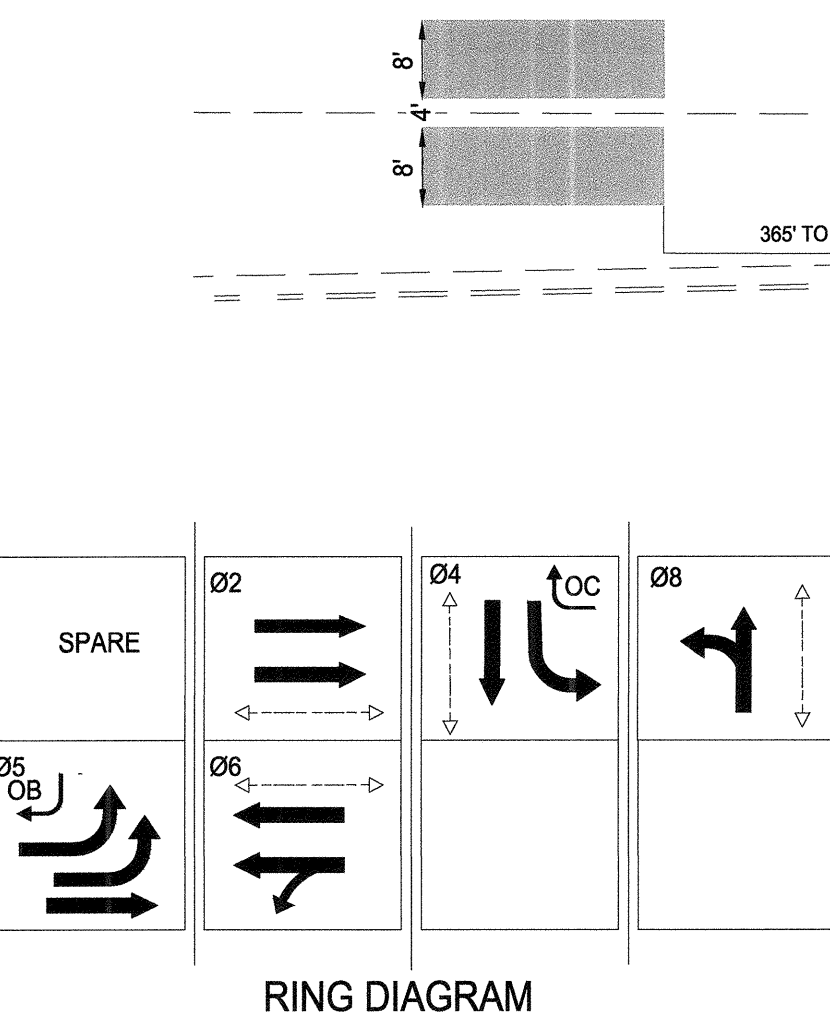
PEDESTAL POLES/PUSH BUTTON POSTS

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)



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.	DATE
15109.01	02/22/2019
DRAWN	CHECKED
SSM	DMS

TRAFFIC SIGNAL PLAN

C7.00

Emily Harrell
CITY ENGINEER
9/4/19
DATE

Meeting Cycle: Thursday, December 21, 2023

Subject: **Resolution** - approving an agreement and Change Order #1 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.

Additionally, through Change Order #1, the City proposes to add to the project's original scope of work, drainage improvements in Sterling Place Subdivision. The storm drain pipe has become disjointed, causing the sidewalk to collapse. Change Order #1 will remove the broken sidewalk, replace the backfill material, install new sidewalk, and stabilize.

RESOLUTION R-148-2023

APPROVING AN AGREEMENT AND CHANGE ORDER #1 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, due to Sterling Place Subdivision drainage issues, Change Order #1 increases the scope of work to include drainage improvements; 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) and Change Order #1 in the amount of twenty thousand five hundred dollars (\$20,500.00) for a total contract price of two hundred eighteen thousand four hundred thirty-one dollars (\$218,431.00).

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 thirty-eight thousand four hundred thirty-one dollars (\$238,431.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 21st 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

Date of Issuance: December 15, 2023
Owner: City of Lakeland
Contractor: Delgado General Corp.
Engineer: City of Lakeland
Project: Sterling Place Sink Hole Project

Effective Date: Dec. 15, 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 sink hole repair at Sterling Place.

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>197,931.00</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>197,931.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ <u>20,500.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>218,431.00</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: _____

PROPEX Pyrawall

Engineered Vegetated
Wall System



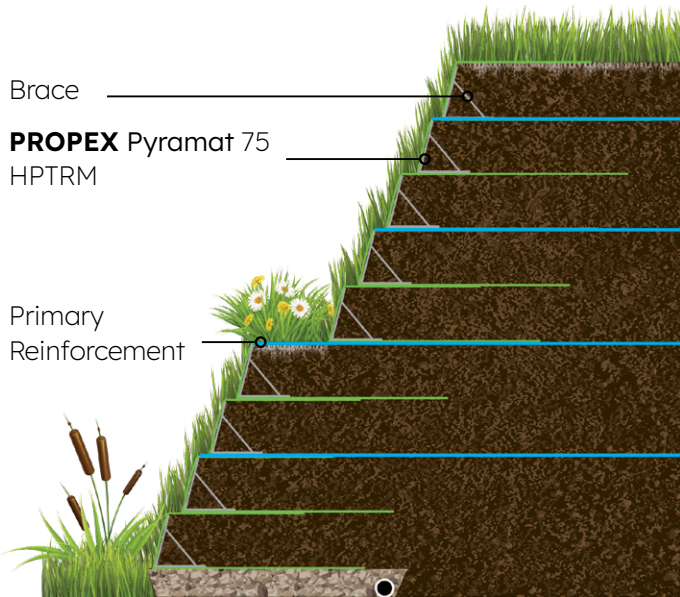


PROPEX® Pyrawall® is a vegetated solution for constructing reinforced soil walls and steepened slopes.

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



Solmax is not a design or engineering professional and has not performed any such design services to determine if Solmax's goods comply with any project plans or specifications, or with the application or use of Solmax's goods to any particular system, project, purpose, installation, or specification.

PROPEX, ARMORMAX ENGINEERING EARTH ANCHORS, PYRAMAT are registered trademarks of SOLMAX in many countries of the world.

SOLMAX.COM

Meeting Cycle: Thursday, December 21, 2023

Subject: **Resolution** - approving an agreement with Douglas Hall and Associates, Inc. for review appraisal services related to the Oliver Creek Sewer Interceptor project.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-157-2023.

BUDGET IMPACT

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

DISCUSSION

The City is preparing to acquire easements for the Oliver Creek Sewer Interceptor project.

Properties whose easement values are over \$10,000 require an appraisal and a review appraisal. A Request for Proposals was issued in March 2023, from which four proposals were received. Trotz Real Estate Services is under contract for the market data brochure and preparation of the appraisals. Douglas Hall and Associates has been selected to perform the review appraisal based on their qualifications and experience with similar projects. There are approximately 26 tracts requiring a review appraisal.

RESOLUTION R-157-2023

APPROVING AN AGREEMENT WITH DOUGLAS HALL AND ASSOCIATES, INC.
FOR REVIEW APPRAISAL SERVICES RELATED TO THE OLIVER CREEK SEWER
INTERCEPTOR PROJECT

- WHEREAS,** the City desires to hire a licensed appraiser to provide review appraisal services for the Oliver Creek Sewer Interceptor project; and,
- WHEREAS,** the City issued a Request for Proposals for appraisal services in May 2023; and,
- WHEREAS,** Douglas Hall and Associates, Inc. was selected by the selection committee based on the firm's qualifications; and,
- WHEREAS,** funding for review appraisal services is allocated in the Fiscal Year 2024 Sewer Fund annual spending plans:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is authorized and directed to execute an agreement with Douglas Hall and Associates, Inc. for review appraisal services not to exceed one hundred fifty-thousand dollars (\$150,000.00).

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

Josh Roman, *Mayor*

ATTEST:

Cheyenne Carter
City Recorder

APPRAISALS
COUNSELING
FEASIBILITY
MARKET ANALYSIS

December 15, 2023

Emily Harrell, PE CPESC
City Engineer
City of Lakeland
1001 Highway 70
Lakeland, Tennessee 38002

**RE: COST PROPOSAL FOR REAL ESTATE APPRAISAL REVIEW SERVICES
LAKELAND – OLIVER CREEK SANITARY SEWER INTERCEPTOR
LAKELAND, TENNESSEE**

Dear Ms. Harrell:

Per your request, I submit the following itemized cost proposal pertaining to providing professional real estate appraisal review services:

In the capacity of project review appraiser, it is my responsibility to review the market data brochure for factual accuracy and to perform a cursory exterior inspection of all comparables included within the brochure. The market data brochure review will also verify that there is adequate and reasonable sales data necessary for completion of the assignment. The fee to perform this service is \$10,000.

In preparing the appraisal review reports, I will perform the following scope of work:

- identify the intended user (client) of the analysis
- identify the intended use of the analysis
- thoroughly review and analyze each appraisal report
- at a minimum, make an exterior inspection of all properties under review
- inspect all comparable data utilized within each appraisal
- ascertain if the conclusions of the highest and best use, both before and after the acquisition, are reasonable
- determine if the valuation methodologies are appropriate
- determine if the data employed is relevant to the appraisal problem
- determine if the valuation techniques, both before and after the acquisition, are relevant and appropriately applied
- determine if the analyses, opinions, and conclusions are appropriate and reasonable
- evaluate each appraisal report to determine if it is generally in compliance with relevant USPAP requirements and the Uniform Federal Standards for Federal Land Acquisitions, noting any potential deficiencies

- contact assigned appraiser and request clarification or revision of all potential deficiencies
- develop an opinion of the quality of the work that is the subject of the appraisal review assignment
- develop an opinion of the resulting valuation of the work that is the subject of the review assignment
- develop an opinion as to the appropriateness of the compensation due the property owner
- for each appraisal report under review, either recommend approval or rejection of the appraisal report

Given the 26 properties to be appraised, the fee for each appraisal review is \$4,000 for a total of \$104,000.

The total fee for reviewing the Market Data Brochure and the 26 appraisal reports is \$114,000.

Other services including, but not limited to, pre-trial conference, deposition, and court testimony, should the need arise, will be billed at the rate of \$300 per hour for actual time incurred.

Thank you for allowing me to submit this cost proposal to you. If you have any questions, please do not hesitate to contact me.

Sincerely,



Douglas B. Hall, CRE, MAI

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT, entered into by and between the City of Lakeland, a Municipal Corporation, 10001 U.S. Highway 70, Lakeland, Tennessee, hereinafter referred to as the "Owner," and, Douglas Hall and Associates, Inc., hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner is acquiring permanent sewer easements and temporary construction easements related to the Oliver Creek Sewer Interceptor project; and,

WHEREAS, the Project requires professional services for review appraisal services; and,

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

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

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

1. SCOPE OF SERVICES:

Contractor shall perform the following services in connection with and respecting the Project:

1. Review Market Data brochure to be used in determining fair market value for permanent sewer easements and temporary construction easements.
2. Review appraisals on tracts with acquisition costs greater than \$10,000.
3. Review additional appraisals as needed.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed within a period that may reasonably be required for the completion of the Project, but will not exceed 2 years from the date of the contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with Paragraph 1, not to exceed one hundred fifty thousand dollars (\$150,000.00).

4. METHOD OF PAYMENT:

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF AGREEMENT:

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

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

DATED THIS day of , 2023.

APPROVED AS TO FORM:

CONTRACTOR:

Douglas Hall and Associates, LLC

9160 Highway 6, Suite 107

Lakeland, TN 38002

ATTEST:

By: _____ By: _____

Title: _____

Title: _____

ATTEST:

CITY OF LAKELAND, WYOMING
A Municipal Corporation

Cheyenne Carter
City Recorder

Michael Walker
City Manager

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE:

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

LIMITS

A. Worker's Compensation Statutory

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

C. Professional Liability/Errors and Omissions \$500,000

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

In addition, Consultant shall provide Owner with copies of insurance policies and/or policy endorsements listing the City of Lakeland as an additional insured. City's failure to request

or review such insurance certificates or policies shall not affect City's rights or Consultant's obligations hereunder.

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

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties hereto that Consultant shall perform all of the services to be provided hereunder for the compensation set forth hereinabove. Consultant also agrees that it is the specific intent of the parties hereto, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the

Owner by Resolution of its governing body. Consultant agrees that it has made a careful examination of the services to be rendered hereunder, and that the Contract price set forth hereinabove is adequate compensation for all the services to be rendered under the terms of this Contract.

13. GOVERNMENTAL CLAIMS ACT:

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

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 21st 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 21, 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 21st day of December 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Cheyenne Carter, *City Recorder*



Board of Commissioners

Meeting Cycle: Thursday, December 21, 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 21st day of December 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Cheyenne Carter, *City Recorder*



Board of Commissioners

Meeting Cycle: Thursday, December 21, 2023

Subject: **Resolution** - approving the first amendment to the purchase and sales agreement for 3645 Canada Road, Lakeland, Tennessee 38002.

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

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

BUDGET IMPACT

The funds for the purchase are appropriated in the Fiscal Year 2024 Annual Budget.

DISCUSSION

This amendment is to extend the closing date to 3.6.2024, and eliminates the need for a lease for continued occupancy by the current owner's family post-closing. The amendment also allows the City, at the City's expense, to remove signs from the property prior to closing. The timing is the same as if the City closed late December/early January and immediately gave the 60-day notice requested by the current owner.

RESOLUTION R-154-2023

APPROVING THE FIRST AMENDMENT TO THE PURCHASE AND SALES
AGREEMENT FOR 3645 CANADA ROAD, LAKELAND, TENNESSEE 38002

- WHEREAS,** pursuant to Resolution R-68-2023, the City Manager and Gita Sam Shiv f/k/a Gangaben Patel for the purchase of a parcel of property (“Subject Property”) located at 3645 Canada Road, Lakeland, Tennessee 38002, identified as Parcel ID L15900117C; and,
- WHEREAS,** the Parties reached an agreement for the City to purchase the Subject Property for \$1,700,000.00 in accordance with a Purchase and Sales Agreement (“PSA”); and,
- WHEREAS,** pursuant to Resolution R-127-2023, the Board of Commissioners formally approved the PSA for the Subject Property; and,
- WHEREAS,** the Parties desire to amend the PSA to push the closing date to March 6, 2024 which will obviate the Seller’s desire to lease the property from the City post-closing in accordance with the First Amendment to Purchase and Sales Agreement attached hereto as Exhibit A; and,
- WHEREAS,** the Parties agree that the City is permitted to remove any and all signs on the Subject Property prior to closing on the Subject Property; and,
- WHEREAS,** the BOC hereby approves the proposed amendment to the PSA 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 First Amendment to Purchase and Sales Agreement for the Subject Property is hereby approved and the Mayor, City Manager, and City Attorney are hereby authorized to draft and execute all necessary documents and take all necessary steps to effectuate the acquisition of the Subject Property.

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

Josh Roman, *Mayor*

ATTEST:

Cheyenne Carter
City Recorder

FIRST AMENDMENT TO PURCHASE AND SALES AGREEMENT

THE FIRST AMENDMENT TO PURCHASE and SALES AGREEMENT (“First Amendment”) is made and entered into as of the 21st day of December, 2023, between by and among Gita Sam Shiv f/k/a Gangaben Patel (“Seller”) and City of Lakeland, Tennessee (“Purchaser”).

RECITALS:

A. Seller and Purchaser entered into a certain **PURCHASE AND SALES AGREEMENT** with an Effective Date of September 29, 2023, (as amended from time to time, the “Purchase Agreement”), concerning certain real property, together with any improvements situated thereon located at 3645 Canada Road, Lakeland, Tennessee 38002 (the “Property”); and

B. Pursuant to Section 3 of the Purchase Agreement, the Inspection Period expired Sixty (60) days after the Effective Date of the Purchase Agreement; and

C. Rather than lease the Property back from the Purchaser, the Seller has requested that the closing date be continued to March 6, 2024; and

D. Section 4 of the Purchase Agreement provides that closing shall take place within Thirty (30) days following expiration of the Inspection Period, and Purchaser and Seller have agreed to amend Section 4 to provide that the subject to the terms of the Purchase Agreement, Closing shall occur on or before March 6, 2024; and

E. The Parties agree that Purchaser is authorized to remove, at Purchaser’s sole expense, any and all signs located on the Property prior to closing. The Parties further agree that Purchaser shall not be required to reinstall any sign removed pursuant to this Agreement if the closing does not occur as set forth herein.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated as if fully restated herein.

2. Extension of Inspection Period. Purchaser and Seller agree that the Inspection Period is hereby extended until the close of business on February 2, 2024.

3. Closing Date. Purchaser and Seller agree that subject to the terms of the Purchase Agreement, the Closing Date shall be on or before March 6, 2024.

4. No Further Modification. Except as expressly modified herein, all other terms and provisions of the Purchase Agreement shall be and remain unchanged and in full force and effect.

5. Authority. Each individual executing this Amendment on behalf of the Seller or Purchaser represents and warrants that he or she is duly authorized to execute and deliver this Amendment on behalf of said entity in accordance with its controlling documents, and, if so required, pursuant to a duly enacted authorization or resolution, and that the aforementioned Purchase Agreement, as amended hereby, is binding upon said entity.

6. Definitions. All terms used herein shall be deemed to have the same definition as set forth in said Purchase Agreement unless specifically defined or re-defined herein.

7. Agreement in Counterparts. This Amendment may be executed in counterparts and all such counterparts shall constitute one agreement binding on all the Parties, notwithstanding that all the Parties are not signatories to the same counterpart.

8. Amendment Supplemental. This Amendment shall operate to amend the Purchase Agreement only to the extent that the terms of the Purchase Agreement are inconsistent with the provisions of this Amendment. Except as amended or modified by this Amendment, all terms and conditions of the Purchase Agreement shall remain in full force and effect, and the Purchase Agreement as supplemented and amended by this Amendment is hereby reaffirmed.

[signatures on following pages]

**COUNTERPART SIGNATURE PAGE TO
FIRST AMENDMENT TO PURCHASE AND SALES AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof, the day and year first written above.

PURCHASER

CITY OF LAKELAND, TENNESSEE

NAME: _____

DATE: _____

Purchaser Notice Address:
10001 Highway 70
Lakeland, TN 38002

SELLER

GITA SAM SHIV F/K/A
PATEL, GANGABEN

NAME: _____

DATE: _____

Seller Notice Address:
3645 Canada Road
Lakeland, TN 38002

Meeting Cycle: Thursday, December 21, 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.

The Public Works Director met with representatives of Team Waste this week, and was provided with an estimate of costs for a contract extension. In discussion, the contract extension, while still in negotiation, will likely result in an increase of approximately 18 percent; however, should it be re-bid, the increase would likely reach closer to 30-35 percent. In either case, City Staff will analyze the impact upon the Solid Waste fund and specifically the solid waste fee, and propose any related fee increase as part of the FY2025 budget preparation process.

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 21st day of December 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Cheyenne Carter
City Recorder

Meeting Cycle: Thursday, December 21, 2023

Subject: **Resolution** - authorizing the City Manager to execute an agreement with Flock Safety for a five-year extension of existing and additional safety cameras.

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

City Staff recommends that the Board of Commissioners approve resolution R-158-2023.

BUDGET IMPACT

The proposed extension and addition of ten (10) security cameras to the Flock Safety network in Lakeland would be covered via budget transfers in the General Fund.

DISCUSSION

With a "deadline" of December 31st, Flock Safety has contacted the City Manager with the opportunity to extend our Flock agreements for five years at the rate of \$2,500 per camera on the safety network. The City currently has two contracts, one for 20 cameras at \$2,000 each and one for 10 cameras at \$2,500 each. Combining the two existing agreements into one agreement would result in an increase in price of the 20 initial cameras of \$500 each, or \$10,000, and \$25,000 for an extra 10 cameras. There is no cost difference for the second order of 10 existing cameras.

For context, the original 20 cameras are at the end of the initial and renewal terms, and the cost will increase to "market rate" on renewal (expected in May 2024). The current market rate is \$3,000 per camera on an annual plan. In August 2024 the other 10 cameras would renew at \$3,000 each as well (or higher, should Flock increase prices mid-year). The information below presents the financial impact of the options available:

Cameras	Annual Renewals	5-Year Agreement / Extension
20 - from 2019	\$60,000	\$50,000
10 - from 2022	\$30,000	\$25,000
10 additional	----	\$25,000
Total	\$90,000	\$100,000

Bottom Line: For an "extra" \$10,000 annually, we can get 10 more cameras for 5 years. If the Board wishes to extend only the current 30 cameras, the extension would save the City \$15,000 annually for the next 5 years. Aligning the cameras and terms under one contract will result in pro-ration upon new agreement (i.e., credit for unexpired terms of the other two agreements).

RESOLUTION R-158-2023

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FLOCK SAFETY FOR A FIVE-YEAR EXTENSION OF EXISTING AND ADDITIONAL SAFETY CAMERAS

- WHEREAS,** in resolution 2019/11-07 the Board of Commissioners (“BOC”) authorized an agreement for twenty (20) Flock Safety security cameras on November 14, 2019; and,
- WHEREAS,** in resolution R-20-2022 the BOC authorized the order of ten (10) additional Flock Safety security cameras on March 10, 2022, which renewed with resolution R-117-2023 on August 17, 2023; and,
- WHEREAS,** the City of Lakeland has the opportunity to combine the existing agreements into one five-year price-protected agreement while also adding additional security cameras to the network; and,
- WHEREAS,** the BOC desires to enter into a five-year agreement with Flock Safety for a total of forty (40) security cameras for a not-to-exceed annual rate of two thousand five hundred dollars (\$2,500) per camera; and,
- WHEREAS,** funding for this purchase is appropriated in the Fiscal Year 2024 Annual Budget for the General Fund via Ordinance and budgetary transfers, and will be included in the original appropriations for future annual budgets during the term of the agreement:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute a five-year agreement/order with Flock Safety, subject to review and approval of final agreement by the City Attorney, in the annual amount of one hundred thousand dollars (\$100,000).

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

Josh Roman, *Mayor*

ATTEST:

Cheyenne Carter, *City Recorder*



Board of Commissioners

Meeting Cycle: Thursday, December 21, 2023

Subject: **Resolution** - approving the purchase of a crane from Aerial Truck Equipment Company, Inc.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-159-2023.

BUDGET IMPACT

This expenditure is budgeted in the fiscal year 2024 annual spending plan for the Sewer Fund.

DISCUSSION

The City purchased a new truck for the Sewer department in fiscal year 2023. The cost of the truck exceeded the budgeted amount, so the purchase of the crane was deferred until fiscal year 2024. The crane on the service truck is primarily used to pull pumps at sewer pump stations for repair and maintenance. The purchase and installation of the crane will be from Ariel Truck Company as they provided the service body on the truck.

RESOLUTION R-159-2023

APPROVING THE PURCHASE OF A CRANE FROM AERIAL TRUCK EQUIPMENT
COMPANY, INC.

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to purchase a crane for the Sewer service truck; and,

WHEREAS, Aerial Truck Equipment Company provided the service body on the existing service truck; and,

WHEREAS, funding for this purchase is appropriated in the fiscal year 2023 annual spending plan for the Sewer Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to purchase a crane in the amount of thirty-three thousand eight hundred forty-seven dollars (\$33,847.00).

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

Josh Roman, *Mayor*

ATTEST:

Cheyenne Carter
City Recorder

Aerial Truck Equipment Company Inc.
PO BOX 716
Olive Branch, MS 38654-0716
(662) 895-8600
office@aerialtruck.com
www.aerialtruck.com

ADDRESS
CITY OF LAKELAND

SHIP TO
CITY OF LAKELAND

Quote 42005

DATE 12/07/2023

EXPIRATION DATE 12/31/2023

DATE	ACTIVITY	QTY	RATE	AMOUNT
12/07/2023	MISC PART et36kx crane	1	27,692.00	27,692.00T
12/07/2023	VEN-18500-CD VENTURO OUTRIGGER CRANK-DOWN	1	2,700.00	2,700.00T
12/07/2023	TI-13454-1 BOOM REST	1	350.00	350.00T
12/07/2023	EG-153150 25-200AMP AUTO CIRCUIT BREAKER W/RESET	1	105.00	105.00T
12/07/2023	LABOR LABOR	22	125.00	2,750.00T
12/07/2023	BATTERY BATTERY and cable	1	250.00	250.00T

Quote does not include shipping charges, local, state, or federal taxes, if applicable. If truck is a Dodge Diesel there will be an added charge for the fuel neck supply of \$500.00.
ALL ESTIMATES ARE GOOD FOR 10 DAYS.
ESTIMATE MUST BE SIGNED AND RETURNED UPON ACCEPTANCE.

SUBTOTAL	33,847.00
TAX (0%)	0.00

TOTAL	\$33,847.00
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Accepted By

Accepted Date