



Board of Commissioners
Regular Meeting Agenda
Thursday, February 1, 2024, 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:
- VI. TREASURER'S REPORT:
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 - City Manager's Report
 - a. January City Manager's Report
 - Commissioners' Report
 - a. Lakeland Board of Education - *Vice-Mayor Wright*
 - b. Parks and Recreation & Natural Resources Board - *Commissioner Dial*
 - c. Municipal Planning and Design Review Commission - *Commissioner Atkinson*
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:
 - 1. **Resolution** - recommending approval of the sewer concept plan for Ashmont Planned Development.
- X. CONSENT AGENDA:
- XI. REGULAR AGENDA:
 - 1. **Approval of minutes from previous meeting** - January 4, 2024.

2. **Ordinance - First Reading** - amending ordinance O-3-2022 to amend the bylaws of the Municipal Parks & Recreation/Natural Resources Advisory Board.
3. **Resolution** - amending the bylaws of the Community Advisory Board.
4. **Resolution** - approving change orders #4 and #5 on the Clear Creek Sanitary Sewer Interceptor Phase A project.
5. **Resolution** - approving the Equestria Planned Development outline plan.
6. **Resolution** - approving the Ashmont Planned Development outline plan amendment.
7. **Resolution** - approving the sewer concept plan for Ashmont Planned Development.
8. **Resolution** - approving a commercial subdivision development contract with Ashmont Developer, LLC for Ashmont Planned Development Area 6 Lot 1 & Area 7A Lots 2-6.
9. **Resolution** - approving a time extension for the Heathfield Planned Development Phase 1 Residential Subdivision Development Contract.
10. **Resolution** - authorizing the submittal of applications for RAISE and MPDG grants through US DOT Federal Highway Administration.
11. **Resolution** - authorizing an agreement with Balton Sign Company for the removal of the Relax Inn interstate sign.
12. **Discussion and Possible Action** - planning for events and resolutions for proclamations in 2024. *Sponsored by Commissioner McCarter*

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:



Board of Commissioners

Meeting Cycle: Thursday, February 1, 2024

Subject: **Resolution** - recommending approval of the sewer concept plan for Ashmont Planned Development.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Sewerage Commission approve Resolution R-8-2024.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

The Ashmont Planned Development is a mixed-use development comprised of approximately 100 acres at the northwest corner of Canada Road and Davis Plantation Road. The development consists of single family residential, retail, senior living and hotel uses which are estimated to generate an additional 193,350 gallons per day (134.27 gpm) of wastewater flow.

The existing pump station will be improved by the developer, and a new force main will tie into the existing twelve (12) inch force main on Canada Road. Staff recommends the approval of the sanitary sewer concept plan for Ashmont Planned Development for a period of three (3) years.

RESOLUTION R-8-2024

RECOMMENDING APPROVAL OF THE SEWER CONCEPT PLAN FOR ASHMONT PLANNED DEVELOPMENT

- WHEREAS,** the Owner of record of certain parcels of land located within the corporate limits of the City of Lakeland, further identified by Shelby county Tax Assessor Parcel ID L0159 00395 has requested review and approval of a concept sanitary sewer plan to service a proposed development upon said parcel known as Ashmont Planned Development; and,
- WHEREAS,** the City Engineer has reviewed the concept sanitary sewer plan submitted by said property owner and finds the concept plan, as submitted, to be both feasible and not detrimental to the overall sanitary sewer system for the City of Lakeland; and,
- WHEREAS,** the Board of Sewerage Commission finds that it may be in the best interest of the users of the City of Lakeland sanitary sewer system to allow approximately 193,350 gallons per day (134.27 gpm) of wastewater flow that may be generated from the aforementioned parcel of land at a later date to connect to the City of Lakeland sanitary sewer system:

NOW, THEREFORE, BE IT RESOLVED by the Board of Sewerage Commission of the City of Lakeland, Tennessee:

1. The concept sanitary sewer plan submitted by the owner of record of parcels of property located within the corporate limits of the City of Lakeland, further identified by the Shelby County Tax Assessor Parcel Identification L0159 00395 to service a proposed development upon said parcel known as Ashmont Planned Development, is hereby approved for a period of three (3) years from the date of passage of this resolution.
2. If a Preliminary Development Plan is submitted and approved for Ashmont Planned Development on said parcel of land within three (3) years from the date of passage of this resolution, the approval of the concept sanitary sewer plan identified above shall be extended for an additional one (1) year period commencing upon the date of Preliminary Development Plan approval.
3. If a Preliminary Development Plan has not been submitted and approved for the above referenced development within three (3) years from the date of passage of this resolution, this resolution shall become null and void and no approval of any concept sanitary sewer plan for the above referenced parcel shall exist. Additionally, neither the owner of record nor any entity with development interests upon said parcel shall retain any right of approval, vested or otherwise, for said parcel of land.

RESOLUTION R-8-2024

RECOMMENDING APPROVAL OF THE SEWER CONCEPT PLAN FOR ASHMONT
PLANNED DEVELOPMENT

4. If at any point in time, subsequent to Preliminary Development Plan approval, approval(s) of the proposed development on said parcel of property by the Lakeland Municipal Planning Commission and/or Lakeland Board of Commissioners should lapse due to passage of time, this resolution shall become null and void and no approval of any concept sanitary sewer plan for the above referenced parcel shall exist. Additionally, neither the owner of record nor any entity with development interests upon said parcel shall retain any right of approval, vested or otherwise, for said parcel of land.

APPROVED AND ADOPTED by the Board of Sewerage Commission of the City of Lakeland, Tennessee, this 1st day of February 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

January 24, 2024

Emily Harrel
City of Lakeland
10001 Highway 70
Lakeland, TN 38002

**RE: ASHMONT DEVELOPMENT SEWER REQUEST
LAKELAND, TENNESSEE**

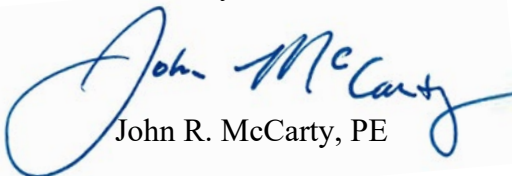
Emily,

On behalf of Vince Smith, we are providing the proposed sewer demand calculations related to the proposed Ashmont Development. These numbers are based on the proposed land uses shown on the updated Preliminary Development Plan.

Area	Use Description	Units	Bldg Size		Flowrate/Unit	GPD
1	Senior Living	250			275 Per Unit	68,750
2	Single Family Res	41			350 Per Lot	14,350
4	Single Family Res	49			350 Per Lot	17,150
6	Retail		65,000	SF	500 Per 1000sf	32,500
7A	Retail (Outparcel)		18,000	SF	300 Per 1000sf	5,400
7A	Hotel	325			150 Per Key	48,750
7B	Retail (Outparcel)		21,500	SF	300 Per 1000sf	6,450
					Total Demand	193,350

if you need anything, please do not hesitate to contact me.

Sincerely,



John R. McCarty, PE



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, JANUARY 4, 2024, 5:30 P.M.
CITY HALL, LAKE LAND, TENNESSEE 38002**

I. CALL TO ORDER BY MAYOR:

The meeting was called to order by Mayor Roman at 5:30 p.m. on Thursday, January 4, 2024.

II. INVOCATION:

Offered by Mayor Roman.

III. PLEDGE:

Mayor Roman led the pledge to the flag.

IV. ROLL CALL BY RECORDER:

Commissioner Jim Atkinson	Present
Commissioner Michele Dial	Present
Commissioner Connie McCarter	Present
Mayor Josh Roman	Present
Vice Mayor Wesley Wright	Present

Staff personnel in attendance were Parks and Recreation Director Andrew Fisher, City Engineer Emily Harrell, Staff Engineer Luis Camarillo Hernandez, ITS Director Josh Thompson, City Recorder Cheyenne Carter, and City Attorney Will Patterson.

V. PUBLIC HEARING:

1. **Ordinance - Second and Final Reading** – amending Title 5, Chapter 4 of the Lakeland Municipal Code to conform with Tenn. Code Ann. § 6-19-104.

For the record: No public comment was heard.

VI. TREASURER'S REPORT:

None

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

1. Pavement Assessment Presentation – *Engineering Department*

Presented by Staff Engineer Luis Camarillo Hernandez

Discussion ensued.

For the record: Public comments were heard from Keith Callis of the 10000 block of Herons Ridge Cove.

2. Cityworks Presentation – *ITS Department*

Presented by ITS Director Josh Thompson



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, JANUARY 4, 2024, 5:30 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002**

Discussion ensued.

VIII. PUBLIC COMMENTS:

None

IX. SEWERAGE COMMISSION BUSINESS:

None

X. CONSENT AGENDA:

None

XI. REGULAR AGENDA:

1. Approval of regular meeting minutes – December 21, 2023

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

Discussion ensued.

Mayor Roman motioned to amend the meeting minutes to include Finance Director Andrea Perkins in the Staff Personal in attendance section seconded by Vice Mayor Wright.

When the question was called the motion to amend the minutes passed, voice vote, 5 in favor 0 against (5-0).

Discussion ensued.

When the question was called the meeting minutes passed as amended, voice vote, 5 in favor 0 against (5-0).

2. Ordinance - Second and Final Reading – amending Title 5, Chapter 4 of the Lakeland Municipal Code to conform with Tenn. Code Ann. § 6-19-104.

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

Discussion ensued.

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

3. Discussion and Possible Action – to plan for the following events in 2024: January 9 - Law Enforcement Day; February 14 - National Donor Day; May 2 - National Day of Prayer; May 4 - Firefighters Day; May 7 - Teachers Day; May - Nurses Month / May 6 - Nurses Day; July 4 - Parade (also plan for



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, JANUARY 4, 2024, 5:30 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002**

parade in December); August 6 - National Night Out to promote community safety.

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

Discussion ensued.

For the record: Mayor Roman advised, without objection, that the action taken on this matter should be Commissioner McCarter contact City Manager Michael Walker for final planning of events and resolutions for proclamation at the next meeting.

4. **Discussion and Possible Action** – regarding a temporary traffic signal at Highway 70 and Seed Tick Road.

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

Discussion ensued.

For the record: Mayor Roman advised, without objection, that the action taken on this matter should be to vote at the next meeting to decide what permanent traffic control method will be used.

XII. ANNOUNCEMENTS:

None

XIII. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 6:37 p.m. on Thursday, January 4, 2024.

These minutes were approved on February 1, 2024.

Josh Roman
Mayor

ATTEST:

Cheyenne Carter
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, February 1, 2024

Subject: **Ordinance - First Reading** - amending ordinance O-3-2022 to amend the bylaws of the Municipal Parks & Recreation/Natural Resources Advisory Board.

Staff Contact: Andrew Fisher, Recreation Manager

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Ordinance O-1-2024.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

As mentioned in the ordinance, the PRB is seeking to amend the meeting frequency from the second Tuesday of every month to the second Tuesday of every other month and update the amendment and repeals process to allow the City Manager to approve future nonsubstantive matters.

ORDINANCE O-1-2024

AMENDING ORDINANCE O-3-2022 TO AMEND THE BYLAWS OF THE MUNICIPAL
PARKS & RECREATION/NATURAL RESOURCES ADVISORY BOARD

WHEREAS, the Municipal Parks & Recreation/Natural Resources Advisory Board (the “PRB”) bylaws were last amended via Ordinance O-3-2022 on January 13, 2022; and,

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee, (the “Board”) revised the frequency of the meeting dates of the PRB via Resolution R-149-2023, adopted on December 21, 2023; and,

WHEREAS, other changes to the PRB bylaws are necessary to better align them with other volunteer boards and commissions of the City of Lakeland:

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

SECTION 1. The attached amended bylaws of the Parks & Recreation/Natural Resources Advisory Board of the City of Lakeland are hereby approved.

SECTION 2. Future amendments to said bylaws shall be accomplished by Resolution duly approved by the Board of Commissioners of the City of Lakeland, Tennessee.

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: February 1, 2024
Public Hearing: February 15, 2024
Final Reading: February 15, 2024

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

BYLAWS OF THE LAKELAND MUNICIPAL PARKS & RECREATION/NATURAL RESOURCES ADVISORY BOARD

ARTICLE 1. NAME.

Section 1. The name of this Board is the Lakeland Municipal Parks & Recreation/Natural Resources Advisory Board (PRB).

ARTICLE 2. OBJECT, PURPOSE AND SCOPE OF AUTHORITY.

Section 1. This Board is organized to plan, advise and promote the development of a comprehensive, community-endorsed parks and recreation program that provides public recreation opportunities for all ages and interests; clear guidelines for the acquisition and development of parklands and greenways throughout the City to provide for an interconnected system of quality parks and greenways; and to improve the quality of life for all residents by providing the highest possible level of access to community green space.

Section 2. This Board operates under the authority of Lakeland Ordinance 00-07, as Amended by Lakeland Ordinance 02-08, as further amended by Lakeland Ordinance 14-203.

ARTICLE 3. MEMBERSHIP.

Section 1. Number and classes of members.

- a. This body shall be composed of nine (9) members, one of which shall be a member of the Lakeland Board of Commissioners ("BOC Liaison") appointed by that body. The remaining eight (8) members shall be referred to as "Citizen Members".

Section 2. Eligibility and appointment of members.

- a. Special Qualifications.
 1. There are no special qualifications beyond those set forth in these Bylaws for membership in this body.
- b. Application process.
 1. All persons interested in becoming members of this body shall submit a written application upon the application form provided by the City of Lakeland.
- c. All members shall be appointed by the Lakeland Board of Commissioners.
- d. All members shall be citizens of the City of Lakeland.

Section 3. The term of membership for all Citizen Members shall be three (3) years and the terms of the Citizen Members shall be staggered, with two (2) or three (3) members appointed each year. The term of membership for the BOC Liaison shall be one (1) year. All members are eligible for multiple and/or consecutive terms of appointment.

Section 4. Membership requirements.

- a. Requirements for maintaining membership.
 - 1. Continuing education (Not Applicable)
 - 2. Attendance - No member shall miss no more than two (2) consecutive meetings without prior notice and shall miss no more than four (4) meetings in a calendar year.

Section 5. Resignation.

- a. A Citizen Member may resign at any time by providing written notice of their intent to do so to the chairperson of this body and the City Manager.

Section 6. Vacancies

- a. The Lakeland Board of Commissioners shall have the authority to remove any member of this Board, with or without cause.
- b. The Lakeland Board of Commissioners shall appoint new members to fill any vacancy on this Board and such appointee shall serve the remaining term of the member whose position has been vacated.

ARTICLE 4. OFFICERS.

Section 1. The officers of this body are a Chair, Vice-Chair and Secretary.

- a. Chairman
 - 1. The Chair shall preside at all meetings of this body. The Chair shall represent this body at public affairs and shall maintain the dignity and efficiency of this body in all possible ways. The Chair shall also prepare, or cause to be prepared, any information helpful in acquainting new members with the procedures and/or operations of this body. The Chair shall also perform such other duties applicable to the office as prescribed by the parliamentary authority set forth in these bylaws.
- b. Vice-Chair
 - 1. The Vice-Chair shall perform all duties of the Chair in the absence of the Chair and such other duties applicable to the office as prescribed by the parliamentary authority set forth in these bylaws.
- c. Secretary

1. The Secretary shall, with the assistance of City staff, keep and sign the minutes and records of this body and also perform the duties of the Chair in the absence of the Chair and Vice-Chair and such other duties applicable to the office as prescribed by the parliamentary authority set forth in these bylaws.

Section 2. Nominations and election of officers

- a. Officers shall be elected by a majority vote of the members of the Board.
- b. Election of officers shall take place at the annual meeting of this Board in January of each calendar year.

Section 3. Eligibility requirements for each office (Not Applicable)

Section 4. Term of office

- a. The term of office for each officer shall be one (1) year and shall begin at the first meeting of this body occurring after January 1 of each year, and each officer shall hold office for a term of one year or until their successors are elected.

Section 5. Removal from office

- a. Officers of this Board may be removed, with or without cause, upon the two-thirds (2/3) affirmative vote of the membership of this Board.

ARTICLE 5. MEETINGS.

Section 1. Meeting days.

- a. There will be regular meetings of this body at Lakeland City Hall on the second Tuesday of every other month at 5:30 p.m. At regular meetings, members meet to conduct the business of this body.
- b. There will be an annual meeting of this body at Lakeland City Hall at 5:30 p.m. on the second Tuesday of January each year. At the annual meeting, members meet to conduct the business of this body and to elect officers.
- c. Notice requirements.
 1. Twenty-four (24) hours prior written notice shall be provided of any meeting. Such notice shall also include a written agenda for said meeting. Said notice shall be published at Lakeland City Hall and provided to the membership of this Board by electronic or other means, as necessary.

Section 2. Order of business at regular meetings.

- a. The order of business at regular meetings of this body shall be:
 1. Call to order,
 2. Roll call,

3. Consent Agenda (including approval of minutes of previous meeting(s)),
4. Consideration and possible action on items removed from the Consent Agenda,
5. Public discussion,
6. Reports from Officers and Staff,
7. Old business,
8. New business,
9. Announcements, and
10. Adjournment.

Section 3. Order of business at annual meetings.

- a. The order of business at annual meetings of this body shall be:
 1. Call to order,
 2. Roll call,
 3. Election of Officers,
 4. Consent Agenda (including approval of minutes of previous meeting(s)),
 5. Consideration and possible action on items removed from the Consent Agenda,
 6. Public discussion,
 7. Reports from Officers and Staff,
 8. Old business,
 9. New business,
 10. Announcements, and
 11. Adjournment.

Section 4. Quorum.

- a. A majority of the members of this body constitute a quorum to conduct business at all meetings.
- b. In the event that a member is unable to attend a meeting of this body, the absent member may participate by electronic or other means of communication.

Section 5. Special meetings.

- a. Special meetings of this body may be called by the Chairman or any two members of this body or by the City Manager. No other business may be transacted at a special meeting except that for which the special meeting is called.
- b. Members shall be provided at least twenty-four (24) hours prior written notice of any special called meeting. Such notice shall also include a written agenda for said meeting. Said notice shall be published at Lakeland City Hall and provided to the membership of this Board by electronic or other means as necessary.

Section 6. Cancellation of a regularly scheduled meeting.

- a. A regularly scheduled meeting of this body may be cancelled for good cause by the City Manager. Any business scheduled to take place at such cancelled meeting shall be continued until the next regularly scheduled meeting of this body unless a special meeting is called pursuant to these bylaws to consider any such business prior to the next regularly scheduled meeting of this body.

ARTICLE 6. COMMITTEES / SUB-COMMITTEES.

Section 1. This body shall not have the authority to establish committees or sub-committees of the body as a whole.

ARTICLE 7. PARLIAMENTARY AUTHORITY.

Section 1. The rules contained in Robert's Rules of Order Newly Revised, 10TH Edition, shall govern meetings where they are not in conflict with the bylaws, rules of order, or other rules of this body.

ARTICLE 8. AMENDMENTS AND/OR REPEAL.

Section 1. Amendments to, and/or repeal of, these Bylaws shall only be made by Lakeland Board of Commissioners resolution.

Lakeland Municipal Parks & Recreation/Natural Resources Advisory Board By-Laws

Amended: February 15, 2024

ATTEST:

Cheyenne Carter
City Recorder

BYLAWS OF THE LAKELAND MUNICIPAL PARKS & RECREATION/NATURAL RESOURCES ADVISORY BOARD

ARTICLE 1. NAME.

Section 1. The name of this Board is the Lakeland Municipal Parks & Recreation/Natural Resources Advisory Board (PRB).

ARTICLE 2. OBJECT, PURPOSE, AND SCOPE OF AUTHORITY.

Section 1. This Board is organized to plan, advise and promote the development of a comprehensive, community-endorsed parks and recreation program that provides public recreation opportunities for all ages and interests; clear guidelines for the acquisition and development of parklands and greenways throughout the City to provide for an interconnected system of quality parks and greenways; and to improve the quality of life for all residents by providing the highest possible level of access to community green space.

Section 2. This Board operates under the authority of Lakeland Ordinance 00-07, as Amended by Lakeland Ordinance 02-08, as further amended by Lakeland Ordinance 14-203.

ARTICLE 3. MEMBERSHIP.

Section 1. Number and classes of members.

- a. This body shall be composed of nine (9) members, one of which shall be a member of the Lakeland Board of Commissioners ("BOC Liaison") appointed by that body. The remaining eight (8) members shall be referred to as "Citizen Members".

Section 2. Eligibility and appointment of members.

- a. Special Qualifications.
 1. There are no special qualifications beyond those set forth in these Bylaws for membership in this body.
- b. Application process.
 1. All persons interested in becoming members of this body shall submit a written application upon the application form provided by the City of Lakeland.
- c. All members shall be appointed by the Lakeland Board of Commissioners.
- d. All members shall be citizens of the City of Lakeland.

Section 3. The term of membership for all Citizen Members shall be three (3) years and the terms of the Citizen Members shall be staggered, with two (2) or three (3) members appointed each year. The term of membership for the BOC Liaison shall be one (1) year. All members are eligible for multiple and/or consecutive terms of appointment.

Section 4. Membership requirements.

- a. Requirements for maintaining membership.
 - 1. Continuing education (Not Applicable)
 - 2. Attendance - No member shall miss no more than two (2) consecutive meetings without prior notice and shall miss no more than four (4) meetings in a calendar year.

Section 5. Resignation.

- a. A Citizen Member may resign at any time by providing written notice of their intent to do so to the chairperson of this body and the City Manager.

Section 6. Vacancies

- a. The Lakeland Board of Commissioners shall have the authority to remove any member of this Board, with or without cause.
- b. The Lakeland Board of Commissioners shall appoint new members to fill any vacancy on this Board and such appointee shall serve the remaining term of the member whose position has been vacated.

ARTICLE 4. OFFICERS.

Section 1. The officers of this body are a Chair~~man~~, Vice-Chair~~man~~ and Secretary.

- a. Chair~~man~~
 - 1. The Chair~~man~~ shall preside at all meetings of this body. The Chair~~man~~ shall represent this body at public affairs and shall maintain the dignity and efficiency of this body in all possible ways. The Chair~~man~~ shall also prepare, or cause to be prepared, any information helpful in acquainting new members with the procedures and/or operations of this body. The Chair~~man~~ shall also perform such other duties applicable to the office as prescribed by the parliamentary authority set forth in these bylaws.
- b. Vice-Chair~~man~~
 - 1. The Vice-Chair~~man~~ shall perform all duties of the Chair~~man~~ in the absence of the Chair~~man~~ and such other duties applicable to the office as prescribed by the parliamentary authority set forth in these bylaws.
- c. Secretary

1. The Secretary shall, with the assistance of City staff, keep and sign the minutes and records of this body and also perform the duties of the Chair~~man~~ in the absence of the Chair~~man~~ and Vice-Chair~~man~~ and such other duties applicable to the office as prescribed by the parliamentary authority set forth in these bylaws.

Section 2. Nominations and election of officers

- a. Officers shall be elected by a majority vote of the members of the Board.
- b. Election of officers shall take place at the annual meeting of this Board in January of each calendar year.

Section 3. Eligibility requirements for each office (Not Applicable)

Section 4. Term of office

- a. The term of office for each officer shall be one (1) year and shall begin at the first meeting of this body occurring after January 1 of each year, and each officer shall hold office for a term of one year or until their successors are elected.

Section 5. Removal from office

- a. Officers of this Board may be removed, with or without cause, upon the two-thirds (2/3) affirmative vote of the membership of this Board.

ARTICLE 5. MEETINGS.

Section 1. Meeting days.

- a. There will be regular meetings of this body at Lakeland City Hall on the second Tuesday of ~~each~~~~every~~ ~~other~~ month at 5:30 p.m. At regular meetings, members meet to conduct the business of this body.
- b. There will be an annual meeting of this body at Lakeland City Hall at 5:30 p.m. on the second Tuesday of January each year. At the annual meeting, members meet to conduct the business of this body and to elect officers.
- c. Notice requirements.
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Section 2. Order of business at regular meetings.

- a. The order of business at regular meetings of this body shall be:
 1. Call to order,
 2. Roll call,

3. Consent Agenda (including approval of minutes of previous meeting(s)),
4. Consideration and possible action on items removed from the Consent Agenda,
5. Public discussion,
6. Reports from Officers and Staff,
7. Old business,
8. New business,
9. Announcements, and
10. Adjournment.

Section 3. Order of business at annual meetings.

- a. The order of business at annual meetings of this body shall be:
 1. Call to order,
 2. Roll call,
 3. Election of Officers,
 4. Consent Agenda (including approval of minutes of previous meeting(s)),
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 6. Public discussion,
 7. Reports from Officers and Staff,
 8. Old business,
 9. New business,
 10. Announcements, and
 11. Adjournment.

Section 4. Quorum.

- a. A majority of the members of this body constitute a quorum to conduct business at all meetings.
- b. In the event that a member is unable to attend a meeting of this body, the absent member may participate by electronic or other means of communication.

Section 5. Special meetings.

- a. Special meetings of this body may be called by the Chairman or any two members of this body or by the City Manager. No other business may be transacted at a special meeting except that for which the special meeting is called.
- b. Members shall be provided at least twenty-four (24) hours prior written notice of any special called meeting. Such notice shall also include a written agenda for said meeting. Said notice shall be published at Lakeland City Hall and provided to the membership of this Board by electronic or other means as necessary.

Section 6. Cancellation of a regularly scheduled meeting.

- a. A regularly scheduled meeting of this body may be cancelled for good cause by the City Manager. Any business scheduled to take place at such cancelled meeting shall be continued until the next regularly scheduled meeting of this body unless a special meeting is called pursuant to these bylaws to consider any such business prior to the next regularly scheduled meeting of this body.

ARTICLE 6. COMMITTEES / SUB-COMMITTEES.

Section 1. This body shall not have the authority to establish committees or sub-committees of the body as a whole.

ARTICLE 7. PARLIAMENTARY AUTHORITY.

Section 1. The rules contained in Robert's Rules of Order Newly Revised, 10TH Edition, shall govern meetings where they are not in conflict with the bylaws, rules of order, or other rules of this body.

ARTICLE 8. AMENDMENTS AND/OR REPEAL.

Section 1. Amendments to, and/or repeal of, these Bylaws shall only be made by ~~the~~ Lakeland Board of Commissioners resolution.

Lakeland Municipal Parks & Recreation/Natural Resources Advisory Board By-Laws

Amended: February 15, 2024

ATTEST:

Cheyenne Carter
City Recorder

Section 2.



Board of Commissioners

Meeting Cycle: Thursday, February 1, 2024

Subject: **Resolution** - amending the bylaws of the Community Advisory Board.

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-3-2024.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

As discussed in the December BOC meeting, the attached amends the bylaws of the Community Advisory Board, specifically related to the meeting schedule and frequency. The redline version shows exactly what was changed, including other minor revisions.

RESOLUTION R-3-2024

AMENDING THE BYLAWS OF THE COMMUNITY ADVISORY BOARD

WHEREAS, the Lakeland Community Advisory Board (the “CAB”) bylaws were adopted via Resolution R-73-2022 on July 7, 2022; and,

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee, (the “Board”) revised the frequency of the meeting dates of the CAB via Resolution R-149-2023, adopted on December 21, 2023; and,

WHEREAS, other changes to the CAB bylaws are necessary to better align them with other volunteer boards and commissions of the City of Lakeland:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the attached amended bylaws of the Community Advisory Board of the City of Lakeland are hereby approved.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 1st day of February 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

BYLAWS OF THE LAKELAND COMMUNITY ADVISORY BOARD

ARTICLE 1. NAME.

Section 1. The name of this Board is the Lakeland Community Advisory Board (CAB).

ARTICLE 2. OBJECT, PURPOSE AND SCOPE OF AUTHORITY.

Section 1. This Board is organized to inform the Lakeland Board of Commissioners (BOC) on matters that affect the vitality of all Lakeland neighborhoods. The key objectives of the Lakeland Community Advisory Board include:

- Improve communication between Lakeland residents, City staff and Board of Commissioners
- Provide citizens the opportunity for early engagement on important community issues/concerns
- Create an opportunity for Lakeland residents to learn more about City government and departments
- Provide input directly from their respective neighborhood areas to inform staff and Board of Commissioners to effectively allocate resources

Section 2. This Board operates under the authority of the BOC.

ARTICLE 3. MEMBERSHIP.

Section 1. Number and classes of members.

- a. This body shall be composed of nine (9) members, one of which shall be a member of the BOC. The remaining eight (8) members shall be referred to as "Citizen Members".

Section 2. Eligibility and appointment of members.

- a. Special Qualifications.
 1. There are no special qualifications beyond those set forth in these Bylaws for membership in this body.
- b. Application process.
 1. All persons interested in becoming members of this body shall submit a written application upon the application form provided by the City of Lakeland.
- c. All members shall be appointed by the BOC as prescribed by Lakeland Municipal Code. Any necessary replacements shall be appointed by the BOC as soon as possible after a vacancy is declared to serve the remaining term for the previous CAB member.
- d. All members of the CAB shall serve on a volunteer basis.

Section 3. The term of membership for all Citizen Members shall be two (2) years and the terms of the Citizen Members shall be staggered. The term of membership for the BOC Liaison shall be two (2) years. All members are eligible for multiple and/or consecutive terms of appointment.

BYLAWS OF THE LAKELAND COMMUNITY ADVISORY BOARD

Section 4. Membership requirements.

- a. Requirements for maintaining membership:
 - 1. Attendance – a member must attend at least 4 of the 6 bi-monthly meetings within a rolling twelve-month period.

Section 5. Resignation.

- a. A member may resign at any time by providing written notice of their intent to do so to the Chair of this body and the City Manager.

Section 6. Vacancies

- a. The BOC shall have the authority to remove any member of this Board, with or without cause, as provided for by the Lakeland Municipal Code or BOC Resolution.

ARTICLE 4. OFFICERS.

Section 1. The officers of this body are a Chair, Vice-Chair and Secretary.

- a. Chair
 - 1. The Chair shall preside at all meetings of this body. The Chair shall represent this body at public affairs and shall maintain the dignity and efficiency of this body in all possible ways. The Chair shall also prepare, or cause to be prepared, any information helpful in acquainting new members with the procedures and/or operations of this body. The Chair shall also perform such other duties applicable to the office as prescribed by the parliamentary authority set forth in these bylaws.
- b. Vice-Chair
 - 1. The Vice-Chair shall perform all duties of the Chair in the absence of the Chair and such other duties applicable to the office as prescribed by the parliamentary authority set forth in these bylaws.
- c. Secretary
 - 1. The Secretary shall, with the assistance of City staff, keep and sign the minutes and records of this body and also perform the duties of the Chair in the absence of the Chair and Vice-Chair and such other duties applicable to the office as prescribed by the parliamentary authority set forth in these bylaws.

Section 2. Nominations and election of officers

- a. Officers shall be elected by a majority vote of the members of the Board.
- b. Election of officers shall take place at the first regularly-scheduled meeting of this Board each calendar year.

Section 3. Term of office

- a. The term of office for each officer shall be one (1) year and shall begin at the first meeting of this body occurring after January 1 of each year, and each officer shall hold office for a term of one year or until their successors are elected.

BYLAWS OF THE LAKELAND COMMUNITY ADVISORY BOARD

Section 4. Removal from office

- a. Officers of this Board may be removed, with or without cause, upon the two-thirds (2/3) affirmative vote of the membership of this Board.

ARTICLE 5. MEETINGS.

Section 1. Meeting days.

- a. There will be regular meetings of this body at Lakeland City Hall on the second Tuesday of the month on a bi-monthly basis at 5:30pm, or as otherwise set by the BOC for each calendar year. At regular meetings, members meet to conduct the business of this body.
- b. There will be an annual meeting of this body at Lakeland City Hall. The annual meeting shall be the first regularly-scheduled meeting of each calendar year. At the annual meeting, members meet to conduct the business of this body and to elect officers.
- c. All CAB meetings are open to the public.
- d. Notice requirements.
 1. Prior written notice shall be provided of any meeting, and shall be satisfied by the publication of the meeting schedule on the City's website annually, as set by the BOC. In no cases shall a meeting occur without forty-eight (48) hours public notice in accordance with State of Tennessee requirements. Such notice shall also include a written agenda for said meeting. Said notice shall be published on the City of Lakeland's website and provided to the membership of this Board by electronic or other means as necessary.

Section 2. Order of business at regular meetings.

- a. The order of business at regular meetings of this body shall be:
 1. Call to order,
 2. Roll call,
 3. Consent Agenda (including approval of minutes of previous meeting(s),
 4. Consideration and possible action on items removed from the Consent Agenda,
 5. Public discussion,
 6. Reports from Officers and Staff,
 7. Unfinished business,
 8. New business,
 9. Announcements, and,
 10. Adjournment.

Section 3. Order of business at annual meetings.

- a. The order of business at annual meetings of this body shall be:
 1. Call to order,
 2. Roll call,
 3. Election of Officers,
 4. Consent Agenda (including approval of minutes of previous meeting(s),

BYLAWS OF THE LAKELAND COMMUNITY ADVISORY BOARD

5. Consideration and possible action on items removed from the Consent Agenda,
6. Public discussion,
7. Reports from Officers and Staff,
8. Unfinished business,
9. New business,
10. Announcements, and,
11. Adjournment.

Section 4. Quorum.

- a. A majority of the members of this body constitute a quorum to conduct business at all meetings.
- b. In the event that a member is unable to attend a meeting of this body, the absent member may participate by electronic or other means of communication provided, however, that only those present in person may constitute a quorum and have the right to vote on any actions taken.

Section 5. Special meetings.

- a. Special meetings of this body may be called by the Chair or any two members of this body or by the City Manager. No other business may be transacted at a special meeting except that for which the special meeting is called.
- b. Members shall be provided at least forty eight (48) hours prior written notice of any special called meeting. Such notice shall also include a written agenda for said meeting. Said notice shall be published on the City of Lakeland's website and provided to the membership of this Board by electronic or other means as necessary.

Section 6. Cancellation of a regularly scheduled meeting.

- a. A regularly scheduled meeting of this body may be cancelled for good cause by the City Manager. Any business scheduled to take place at such cancelled meeting shall be continued until the next regularly scheduled meeting of this body unless a special meeting is called pursuant to these bylaws to consider any such business prior to the next regularly scheduled meeting of this body.

ARTICLE 6. COMMITTEES / SUB-COMMITTEES.

- Section 1.** This body shall not have the authority to establish committees or sub-committees of the body as a whole.

ARTICLE 7. PARLIAMENTARY AUTHORITY.

- Section 1.** The rules contained in the most recent official edition of Robert's Rules of Order shall govern meetings where they are not in conflict with the bylaws, rules of order, or other rules of this body.

BYLAWS OF THE LAKELAND COMMUNITY ADVISORY BOARD

ARTICLE 8. AMENDMENTS AND/OR REPEAL.

Section 1. These rules may be amended by BOC resolution.

Lakeland Community Advisory Board By-Laws

Amended: *February 1, 2024*

ATTEST:

Cheyenne Carter, *City Recorder*

Date

BYLAWS OF THE LAKELAND COMMUNITY ADVISORY BOARD

ARTICLE 1. NAME.

Section 1. The name of this Board is the Lakeland Community Advisory Board (CAB).

ARTICLE 2. OBJECT, PURPOSE AND SCOPE OF AUTHORITY.

Section 1. This Board is organized to inform the Lakeland Board of Commissioners (BOC) on matters that affect the vitality of all Lakeland neighborhoods. The key objectives of the Lakeland Community Advisory Board include:

- Improve communication between Lakeland residents, City staff and Board of Commissioners
- Provide citizens the opportunity for early engagement on important community issues/concerns
- Create an opportunity for Lakeland residents to learn more about City government and departments
- Provide input directly from their respective neighborhood areas to inform staff and Board of Commissioners to effectively allocate resources

Section 2. This Board operates under the authority of ~~the BOC.~~

Deleted: Lakeland Ordinance O-11-2022

ARTICLE 3. MEMBERSHIP.

Section 1. Number and classes of members.

- a. This body shall be composed of nine (9) members, one of which shall be a member of the ~~BOC~~. The remaining eight (8) members shall be referred to as "Citizen Members".

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Section 2. Eligibility and appointment of members.

- a. Special Qualifications.
1. There are no special qualifications beyond those set forth in these Bylaws for membership in this body.
- b. Application process.
1. All persons interested in becoming members of this body shall submit a written application upon the application form provided by the City of Lakeland.
- c. All members shall be appointed by the ~~BOC~~ as prescribed by Lakeland Municipal Code. Any necessary replacements shall be appointed by the BOC as soon as possible after a vacancy is declared to serve the remaining term for the previous CAB member.
- d. All members of the CAB shall serve on a volunteer basis.

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Section 3. The term of membership for all Citizen Members shall be two (2) years and the terms of the Citizen Members shall be staggered. The term of membership for the BOC Liaison shall be two (2) years. All members are eligible for multiple and/or consecutive terms of appointment.

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BYLAWS OF THE LAKELAND COMMUNITY ADVISORY BOARD

Section 4. Membership requirements.

a. Requirements for maintaining membership:

1. Attendance – a member must attend at least 4 of the 6 bi-monthly meetings within a rolling twelve-month period.

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Section 5. Resignation.

- a. A member may resign at any time by providing written notice of their intent to do so to the Chair of this body and the City Manager.

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Section 6. Vacancies

- a. The BOC shall have the authority to remove any member of this Board, with or without cause, as provided for by the Lakeland Municipal Code or BOC Resolution.

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ARTICLE 4. OFFICERS.

Section 1. The officers of this body are a Chair, Vice-Chair, and Secretary.

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a. Chair,

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1. The Chair shall preside at all meetings of this body. The Chair shall represent this body at public affairs and shall maintain the dignity and efficiency of this body in all possible ways. The Chair shall also prepare, or cause to be prepared, any information helpful in acquainting new members with the procedures and/or operations of this body. The Chair shall also perform such other duties applicable to the office as prescribed by the parliamentary authority set forth in these bylaws.

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b. Vice-Chair,

1. The Vice-Chair shall perform all duties of the Chair in the absence of the Chair and such other duties applicable to the office as prescribed by the parliamentary authority set forth in these bylaws.

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c. Secretary

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Section 3. Term of office

- a. The term of office for each officer shall be one (1) year and shall begin at the first meeting of this body occurring after January 1 of each year, and each officer shall hold office for a term of one year or until their successors are elected.

BYLAWS OF THE LAKELAND COMMUNITY ADVISORY BOARD

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BYLAWS OF THE LAKELAND COMMUNITY ADVISORY BOARD

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ARTICLE 7. PARLIAMENTARY AUTHORITY.

- Section 1.** The rules contained in the most recent official edition of Robert's Rules of Order shall govern meetings where they are not in conflict with the bylaws, rules of order, or other rules of this body.

Deleted: Newly Revised, 10th Edition,

BYLAWS OF THE LAKELAND COMMUNITY ADVISORY BOARD

ARTICLE 8. AMENDMENTS AND/OR REPEAL.

Section 1. These rules may be amended by BOC resolution.

Lakeland Community Advisory Board By-Laws

Amended: January 18, 2024.

ATTEST:

Cheyenne Carter, *City Recorder*

Date _____

Deleted: a two-thirds majority vote of the membership of the Community Advisory Board at any time by placing on the agenda of any regular meeting an item for their amendment or by Special Meeting called for that purpose as set forth therein. All action shall be subject to review by the City Manager, and may, for substantive matters, require

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Community Advisory Board Chairman → → → → Date

Community Advisory Board Secretary → → → → Date

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Michael Walker, Interim City Manager → → → Date

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Board of Commissioners

Meeting Cycle: Thursday, February 1, 2024

Subject: **Resolution** - approving change orders #4 and #5 on the Clear Creek Sanitary Sewer Interceptor Phase A project.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-4-2024.

BUDGET IMPACT

This item is included in the fiscal year 2024 annual spending plan for the Sewer Fund.

DISCUSSION

The construction of the new Clear Creek Interceptor is currently underway. As construction progresses, there are changes to the contract to be considered. Change Order #4 relates to a change in manhole sizes at three (3) locations. Due to the angle of the pipe, the manhole manufacturer requires the manhole diameter be increased from 84-inches to 96-inches.

Change Order #4 increases the contract price \$39,998.28, reflecting the cost difference in the larger diameter manholes. Change Order #5 includes the cost to install the force main that runs from Midsouth Shooting Association (MSSA) to the wastewater treatment plant. This forcemain was discovered while work at the wastewater treatment plant was underway, and was not included in the original contract. Change Order #5 increases the contract price \$7,298.17.

RESOLUTION R-4-2024

APPROVING CHANGE ORDERS #4 AND #5 ON THE CLEAR CREEK SANITARY
SEWER INTERCEPTOR PHASE A PROJECT

- WHEREAS,** the City of Lakeland, Tennessee, (the “City”) desires to install a new sewer interceptor to serve Lakeland east of Seed Tick Road to the city limits; and,
- WHEREAS,** the project requires changes to the contract related to upsizing of three (3) manholes and discovery of unknown pipe; and,
- WHEREAS,** Eutaw Construction has provided costs for these changes in work in Change Orders #4 and #5 respectively; and,
- WHEREAS,** the Engineer has reviewed the change orders and finds costs to be reasonable and meet contract requirements; and,
- WHEREAS,** funding for this project is appropriated in the fiscal year 2024 annual spending plan for the Sewer Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute Change Order #4 in the amount of thirty-nine thousand nine hundred fifty-four dollars and eight cents (\$39,954.08) and Change Order #5 in the amount of seven thousand two hundred ninety-eight dollars and seventeen cents (\$7,298.17).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 1st day of February 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Project No.: 77202-00 Contract No.: SRF 2022-476 Date January 5, 2024
 Project Name: SRF 2022-476 Clear Creek Interceptor Sanitary Sewer Phase A
 Owner: City of Lakeland | 10001 Highway 70 | Lakeland, TN 38002
 Engineer: Buchart Horn, Inc., | 3150 Lenox Park Blvd. | Memphis, TN 38115
 Contractor: EUTAW Construction Company, Inc. | 410 Old Richton Rd. | Petal, MS 39465

THE CONTRACT IS CHANGED AS FOLLOWS:

ITEM NO.	DESCRIPTION OF CHANGES	COST INCREASE	COST DECREASE
1	Provide 96" diameter MH at 3 locations (MH CC-016, MH CC-017, and MH CC-045) in lieu of 84" diameter MH at same location as follows: Reduce Bid Item 46 Quantity from 5 each to 2 each		(\$80,700.00)
2	Add Bid Item 80: 96" Diameter MH 3 each complete in place at \$38607 ea.	\$115,821.00	
3	Reduce Bid Item 47 V.F from 48 V.F. to 18.53 VF.		(\$25,344.20)
4	Add Bid Item 81: MH 84" extra depth over 6' deep complete in place at \$1,024 per VF.	\$30,177.28	
TOTAL		\$145,998.28	(\$106,044.20)
NET Change In Contract Value		\$39,954.08	

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT DURATION/DATE:	
Original Contract Sum	\$ <u>21,967,264.23</u>	Present Contract Time:	<u>637</u>
Net change by previous Change Orders (C/O)	\$ <u>128,583.40</u>	This Change:	<u>0</u>
Contract Sum prior to this C/o	\$ <u>22,095,847.63</u>	Revised Contract Time	<u>637</u>
Contract Increase by this C/O	\$ <u>39,954.08</u>	Substantial Completion:	<u>2/27/2025</u>
New Contract Sum including this C/O	\$ <u>22,135,801.71</u>	Revised Substantial Completion:	<u>2/27/2025</u>
		Revised Final Completion:	<u>3/28/2025</u>

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

NOT VALID UNTIL APPROVED BY THE OWNER.

RECOMMENDED:

By: Diane C. Vesely, P.E.
 BUCHART HORN, INC.
 Engineer (Authorized Signature)
 Date: 01/05/2024

Digitally signed by Diane C. Vesely, P.E.
 DN: cn=Diane C. Vesely, P.E., o=Buchart
 Horn, Inc., ou,
 email=dvesely@bucharthorn.com,
 c=US
 Date: 2024.01.05 14:07:22 -06'00'

ACCEPTED:

By: [Signature]
 EUTAW CONSTRUCTION CO., INC.
 Contractor (Authorized Signature)
 Date: 1/09/2024

APPROVED:

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

January 3, 2024

City of Lakeland
10001 US-70
Lakeland, TN 38002

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

Subject: PCO #04 – Manhole Diameter Increase (84" to 96") – **REV.2**

Ms. Harrell,

Eutaw Construction is pleased to provide pricing for the upsize in manholes for the above referenced project. Our proposal includes all labor, equipment and material required to install manholes CC-015, 016, & 045.

SCOPE OF WORK					
Item	Item Description	Quantity	Unit	Unit Price	Total Price
Existing Line Items:					
46	MH, 84" Dia, 0-6' Deep, complete in place	-3	EA	\$ 26,900.00	\$ (80,700.00)
47	MH, 84", Extra Depth, Over 6' Deep, complete in place.	-29.47	VF	\$ 860.00	\$ (25,344.20)
				Subtotal --->	\$ (106,044.20)
New Line Items:					
PCO 04	MH, 96" Dia, 0-6' Deep, complete in place	3	EA	\$ 38,607.00	\$ 115,821.00
PCO 04	MH, 96", Extra Depth, Over 6' Deep, complete in place.	29.47	VF	\$ 1,024.00	\$ 30,177.28
				Subtotal --->	\$ 145,998.28
				PCO #04 Total --->	\$ 39,954.08

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

Respectfully,



Trenton L. Walters
Project Manager

Cc: Kelton Miller, Sr. Project Manager

Eutaw Construction Company, Inc.
Extra Work Estimate

Project: Clear Creek Interceptor Sanitary Sewer Phase A **Date:** 11/09/23
Project No: 77202-00

Work Description: Upsizing Manholes -- 84" to 96" Base Sections Only

Labor:

Item	Quantity	Unit	Unit Price	Total
Eutaw Labor	1.0	LS	\$ 20,327.38	\$ 20,327.38
Total				\$ 20,327.38

Materials & Subcontracts:

Item	Quantity	Unit	Unit Price	Total
96" Manhole Bases	1.00	LS	\$ 39,915.00	\$ 39,915.00
96" Manhole Base/Risers Delivery	4.00	EA	\$ 2,930.00	\$ 11,720.00
Misc. Material **	1.00	LS	\$ 6,580.30	\$ 6,580.30
Subtotal				\$ 58,215.30
Tax (if applicable)		9.75%		\$ 5,675.99
Total				\$ 63,891.29

Equipment:

Item	Quantity	Unit	Unit Price	Total
Eutaw Equipment	1.0	LS	\$ 16,496.27	\$ 16,496.27
Total				\$ 16,496.27

Comments:

1. SSMH-CC-015
2. SSMH-CC-016
3. SSMH-CC-045

Subtotal ---> \$ 100,714.94
OH&P (15%) ---> \$ 15,107.24
Total ---> \$ 115,822.18
Unit Price ---> \$ 38,607.39
Rounded Unit Price --> **\$ 38,607.00**

Work Authorized By:



Eutaw Construction

Owner

**** Miscellaneous materials includes \$3,000 of miscellaneous rigging material, grout, and xypex not listed in material breakdown below.**

Eutaw Construction Company, Inc.
Extra Work Estimate

Project: Clear Creek Interceptor Sanitary Sewer Phase A **Date:** 11/09/23
Project No: 77202-00

Work Description: Upsizing Manholes -- 84" to 96" MH Extra Depth

Labor:

Item	Quantity	Unit	Unit Price	Total
Eutaw Labor	1.0	LS	\$ 1,979.64	\$ 1,979.64
Total				\$ 1,979.64

Materials & Subcontracts:

Item	Quantity	Unit	Unit Price	Total
96" Manhole Risers	1.00	LS	\$ 16,311.00	\$ 16,311.00
Misc. Material	1.00	LS	\$ 3,090.32	\$ 3,090.32
Subtotal				\$ 19,401.32
Tax (if applicable)		9.75%		\$ 1,891.63
Total				\$ 21,292.95

Equipment:

Item	Quantity	Unit	Unit Price	Total
Eutaw Equipment	1.0	LS	\$ 2,969.46	\$ 2,969.46
Total				\$ 2,969.46

Comments:

1. SSMH-CC-015 = 9.82 VF
2. SSMH-CC-016 = 11.70 VF
3. SSMH-CC-045 = 7.95 VF

Subtotal ---> \$ 26,242.05
OH&P (15%) ---> \$ 3,936.31
Total ---> \$ 30,178.36
Unit Price ---> \$ 1,024.04
Rounded Unit Price --> **\$ 1,024.00**

Work Authorized By:



Eutaw Construction

Owner

Bid Item: 475 96" Diameter MH Bases

Eutaw Construction Company, Inc.

2023_TW01-1

Clear Creek Interceptor - PM COPY

Trent Walters

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12/07/2023

13:25

Cost for Item 475

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Material	Matl/Exp	Ment Contract	

BID ITEM = 475

Description = MH, 96" Dia, 0-6' Deep

Unit =

EA

Takeoff Quan:

3.000

Engr Quan:

3.000

475.10 MH, 96" Dia, 0-6' Deep **Quan: 3.00 EA Hrs/Shft: 10.00 Cal: 510 WC: NOWC**

**Unreviewed

Heaviest Pick = 20,034 lbs

<u>ZZ03</u>	Sewer Manhole Crew		60.00	CH	Prod:	0.5000 US	Lab Pcs:	7.50	Eqp Pcs:	5.00
2AG357	No. 57 Stone@109.75%	1.00	30.00	TON		889				889
2GSNCKAS84	84" Gooseneck @109.75%	1.00	3.00	EA	817.410	2,691				2,691
2PI96MH	96" Diameter M@109.75%	1.00	3.00	EA	13,305.000	43,807				43,807
4LINING	Interior MH Lining	1.00	3.60	VF	470.000				1,692	1,692
8EXPC350	Excavator, PC300/350/3	1.00	60.00	HR	86.500			5,190		5,190
8EXPC450	Excavator, PC40 %70	1.00	60.00	HR	112.900			5,777		5,777
8LDWA320	Loader, WA320 %70	0.50	30.00	HR	50.750			1,336		1,336
8TRKFRM	Truck, Pickup--Foreman	2.50	150.00	HR	12.000			1,800		1,800
CLS	Laborer - Skilled	3.00	180.00	MH	25.120	6,764				6,764
CPL	Pipe Layer	1.00	60.00	MH	25.120	2,255				2,255
OA16	Operator Class A (\$26)	2.00	120.00	MH	26.000	4,668				4,668
OC12	Operator Class C (\$20.00)	0.50	30.00	MH	20.000	898				898
SFP	Foreman - Pipe	1.00	60.00	MH	40.000	2,611				2,611
\$80,376.96	150.0000 MH/EA		450.00	MH	[4214.56]	17,195	47,387	14,103	1,692	80,377
0.0500 Units/Hr	0.5000 Un/Shift		* 521.6325	\$/CrewHr		5,731.80	15,795.67	4,700.85	564.00	26,792.32

475.15 Inverts **Quan: 3.00 EA Hrs/Shft: 10.00 Cal: 510 WC: NOWC**

**Unreviewed

<u>ZZ04</u>	Invert Crew		9.00	CH	Prod:	3.0000 HU	Lab Pcs:	5.50	Eqp Pcs:	2.50
8LDWA320	Loader, WA320 %75	0.50	4.50	HR	50.750			205		205
8TRKFRM	Truck, Pickup--Foreman	2.00	18.00	HR	12.000			216		216
CLS	Laborer - Skilled	3.00	27.00	MH	25.120	1,015				1,015
CPL	Pipe Layer	1.00	9.00	MH	25.120	338				338
OC12	Operator Class C (\$20.00)	0.50	4.50	MH	20.000	135				135
SFP	Foreman - Pipe	1.00	9.00	MH	40.000	392				392
\$2,300.20	16.5000 MH/EA		49.50	MH	[460.583]	1,879		421		2,300
0.3333 Units/Hr	3.3333 Un/Shift		255.5778	\$/CrewHr		626.39		140.34		766.73

475.17 Manhole Testing **Quan: 3.00 EA Hrs/Shft: 10.00 Cal: 510 WC: NOWC**

**Unreviewed

<u>ZZ04</u>	Invert Crew		6.00	CH	Prod:	2.0000 HU	Lab Pcs:	5.50	Eqp Pcs:	2.50
8LDWA320	Loader, WA320 %75	0.50	3.00	HR	50.750			137		137
8TRKFRM	Truck, Pickup--Foreman	2.00	12.00	HR	12.000			144		144
CLS	Laborer - Skilled	3.00	18.00	MH	25.120	676				676
CPL	Pipe Layer	1.00	6.00	MH	25.120	225				225
OC12	Operator Class C (\$20.00)	0.50	3.00	MH	20.000	90				90
SFP	Foreman - Pipe	1.00	6.00	MH	40.000	261				261
\$1,533.48	11.0000 MH/EA		33.00	MH	[307.057]	1,253		281		1,533
0.5000 Units/Hr	5.0000 Un/Shift		255.5800	\$/CrewHr		417.60		93.56		511.16

====> **Item Totals: 475 - MH, 96" Dia, 0-6' Deep**

\$84,210.64	177.5000 MH/EA		532.50	MH	[4982.2]	20,327	47,387	14,804	1,692	84,211
28,070.213	3 EA					6,775.79	15,795.67	4,934.75	564.00	28,070.21

\$84,210.64 * Report Totals *** 532.50 MH**

20,327 47,387

14,804 1,692

84,211

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Labor

Equipment

Cost for Item 475

Activity Resource	Desc	Quantity Pcs	Unit Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
----------------------	------	-----------------	--------------	--------------	-------	------------------	--------------------	---------------	------------------	-------

BID ITEM = 475

Description = MH, 96" Dia, 0-6' Deep

Unit =

EA

Takeoff Quan:

3.000

Engr Quan:

3.000

'Unreviewed' Activities are marked.

Bid Date: 02/16/23 Owner: Engineering Firm:

Estimator-In-Charge: TW

JOB NOTES

Estimate created on: 01/31/2023 by User#: 20 - Kelton Miller

Source estimate used: E:\HCSS\HEAVYBID\EST\ESTMAST

*****Estimate created on: 05/11/2023 by User#: 20 - Kelton Miller

Source estimate used: E:\HCSS\HEAVYBID\EST\2023_TW01

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

410 40-HR Week (5@8)

510 50-HR Week (5@10) (Default Calendar)

610 60-HR Week (6@10)

710 70-HR Week (7@10)

Bid Item: 477 Extra Depth

Eutaw Construction Company, Inc.
2023_TW01-1 Clear Creek Interceptor - PM COPY
Kelton Miller

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Cost for Item 477

Activity Resource	Desc	Quantity Pcs	Unit Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
BID ITEM = 477										
Description =	MH, 96", Extra Depth, Over 6' Deep		Unit =	VF	Takeoff Quan:	29.470	Engr Quan:	29.470		
477.10	Additional MH Depth		Quan:	3.00 EA	Hrs/Shft:	10.00	Cal: 510	WC: NOWC		
1EUTLAB	Eutaw Labor	1.00	1.00 LS	1,979.640			1,980			**Unreviewed
2COPDM2096	96" Precast MH@109.75%	1.00	3.00 EA	5,437.000	17,901					1,980
2MISC	Misc. Material@109.75%	1.00	1.00 LS	3,090.320	3,392					17,901
4EUTEQP	Eutaw Equipment	1.00	1.00 LS	2,969.460				2,969		3,392
\$26,242.05			[]		21,293	1,980		2,969		2,969
====> Item Totals: 477 - MH, 96", Extra Depth, Over 6' Deep										
\$26,242.05			[]		21,293	1,980		2,969		26,242
890.467		29.47 VF			722.53	67.17		100.76		890.47

\$26,242.05 * Report Totals ***** 21,293 1,980 2,969 **26,242**

>>> indicates Non Additive Activity

Holding account totals will not be added to the report totals because the distribution is instead added to the various bid items.

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

'Unreviewed' Activities are marked.

Bid Date: 02/16/23 Owner: Engineering Firm:
Estimator-In-Charge: TW

JOB NOTES

Estimate created on: 01/31/2023 by User#: 20 - Kelton Miller
Source estimate used: E:\HCSS\HEAVYBID\EST\ESTMAST

*****Estimate created on: 05/11/2023 by User#: 20 - Kelton Miller
Source estimate used: E:\HCSS\HEAVYBID\EST\2023_TW01

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

410 40-HR Week (5@8)
510 50-HR Week (5@10) (Default Calendar)
610 60-HR Week (6@10)
710 70-HR Week (7@10)

Bid Date: 2/16/2023 MP
 Rev: 2/15/2023 MP-2/21/23-REV-LT-2/22/23 REV2-LT
 Rev: 3/9/2023 MP
 Add: **3/10/2023 MP-4/7/23-REV3-LT**
7/17/23-REV4-LT-CASTINGS8/1/23-REV5-LT

To:

Add-on
 Project: **Clear Creek Interceptor**
Sewer Phase A
 Location: Lakeland, TN

Engineer: Burchart Horn
 Plan Date: 3/2/2021
 Heaviest Pick Added

VANHOOSECO® Precast
 A Division of CXT
 244 Blair Bend Dr.
 Loudon TN 37774
 Office (865) 458-3998
 Fax (865) 458-3494



Quantity	Unit	Bid Item	Size	Height	Unit Price	Ext. Price
1	EA	SSMH-CC-035	72"	21.01		
1	EA	SSMH-CC-037	72"	16.61		
1	EA	SSMH-CC-039	72"	13.37		
1	EA	SSMH-CC-042	72"	13.59		
1	EA	SSMH-CC-043	72"	14.31		
1	EA	SSMH-CC-046	72"	13.72		
1	EA	SSMH-CC-047	72"	19.09		
1	EA	SSMH-CC-048	72"	21.94		
1	EA	SSMH-CC-049	72"	19.52		
1	EA	46 - MH, 84" Dia. 0-6 Feet Deep (Heaviest Pick 20,034 lbs.)				
1	EA	SSMH-CC-025	84"	6.00		
1	VF	47 - MH, 84" Extra Depth Over 6 Feet				
1	EA	SSMH-CC-025	84"	14.57		
4	EA	MH, 96" Dia. 0-6 Feet Deep (Heaviest Pick 26,827 lbs.)				
1	EA	SSMH-CC-015	96"	15.82	\$	13,347.00
1	EA	SSMH-CC-016	96"	17.7	\$	13,886.00
1	EA	SSMH-CC-044	96"	14.16	\$	12,815.00
1	EA	SSMH-CC-045	96"	13.95	\$	12,682.00
4	VF	MH, 96" Extra Depth over 6 Feet			\$	5,437.00
1	EA	SSMH-CC-015	96"	15.82		\$16,311.00
1	EA	SSMH-CC-016	96"	17.7		
1	EA	SSMH-CC-044	96"	14.16		
1	EA	SSMH-CC-045	96"	13.95		

\$39,915.00

\$ ~~21,746.00~~

Sanitary Manhole Prices Include: Base Section, Risers, Tops, Butyl Joint Sealant, Pipe Connectors, and Shaped Inverts, but does not include Frames & Covers, Goosenecks, Additives nor Coatings.

All Drops to be poured in the field by Others.

If Bituminous Coating is Required add: \$43,575.00

If Aphaltic Coating is Required - No Bid.

Bid Date: 2/16/2023 MP
 Rev: 2/15/2023 MP-2/21/23-REV-LT-2/22/23 REV2-LT
 Rev: 3/9/2023 MP
 Add: **3/10/2023 MP-4/7/23-REV3-LT**
7/17/23-REV4-LT-CASTINGS8/1/23-REV5-LT

VANHOOSECO® Precast

A Division of CXT
 244 Blair Bend Dr.
 Loudon TN 37774
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 Fax (865) 458-3494



To:

Add-on

Project: **Clear Creek Interceptor
 Sewer Phase A**

Location: Lakeland, TN

Engineer: Burchart Horn
 Plan Date: 3/2/2021
 Heaviest Pick Added

Quantity	Unit	Bid Item	Size	Height	Unit Price	Ext. Price
46	EA	Structures Delivery Charge (Shipped from Lebanon)			\$ 980.00	\$ 45,080.00
5	EA	Structures Delivery Charge 96" (Shipped from Lebanon)			\$ 2,930.00	\$ 14,650.00
2	EA	RCP Delivery Charge			\$ 980.00	\$ 1,960.00
1	EA	Casting Delivery Charge			\$ 460.00	\$ 460.00
1	EA	Casting Delivery Charge			\$ 345.00	\$ 345.00

Note: Deliveries are estimated per truckload quantities*

***Fuel Surcharges Could Apply**

Grand Total: \$ 655,393.12

Job Name: Clear Creek Interceptor PHA
Eutaw

Structure ID: **SSMH-CC-015**

Type: Standard

Bid Item ID:

Size: 96"

Catch: 0"

Rim to Invert: 15.82'

- 1) 24" - F&C - JBS-1123
- 1) 48" - FT Ecc. - 24" - 8"
- 1) 48" - Riser - 64"
- 1) 96" - TS - 16"
- 1) 96" - Riser - 32"
- 1) 96" - Base - 64"
- 2) 96" - Butyl Mastic CS-102 - 4 Rolls 1" x 174"
- 2) 48" - Butyl Mastic CS-102 - 1 Roll 1" x 174"
- 1) 24" - Butyl Mastic CS-102 - 1 Roll 1" x 174"
- 2) 42" - A-LOK - 1430
- 12) Plastic - 16"

0 lb
1521 lb
4625 lb
11663 lb
8247 lb
20642 lb
2 lb
2 lb
1 lb
0 lb
0 lb

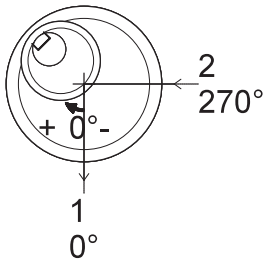
Structure Total: 46702 lb



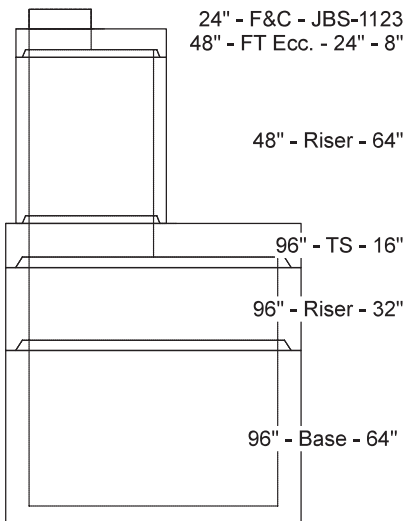
QC Grid	Name	Date
Set		
Post/ Pour		
Pull		
Final		

Structure Notes: *Top Slab to include 24" Opening for Manhole F/C and 8" hole for 6" Sleeve.

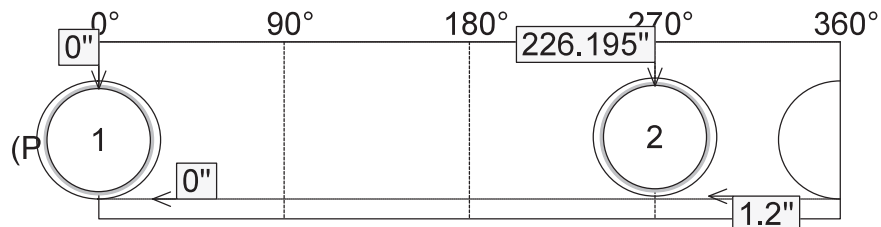
ALL COMPONENTS INCLUDE XYPEX C-1000 ADMIX



Position	ID	Elev	Angle	Up ()	Pipe	Connector	Ref
Rim		253.96'					
Reducer		244.14'					
Invert 1	1	238.14'	0°	0"	42" FRPMP	42" A-LOK 1430	P1
Invert 2	2	238.24'	270°	1.2"	42" Ductile Iron	42" A-LOK 1430	P1
Invert 3							
Invert 4							
Invert 5							
Invert 6							
Invert 7							
Invert 8							



INSIDE WALL DIMENSIONS



(P1) - 96" - Base - 64"

7/7/2023

Quote ID: 202302046E

Page: 15 of 71

Job Name: Clear Creek Interceptor PHA
Eutaw

Structure ID: **SSMH-CC-016**

Type: Standard

Bid Item ID:

Size: 96"

Catch: 0"

Rim to Invert: 17.7'

- 1) 24" - F&C - JBS-1123
- 1) 48" - FT Con. 24" RD - 8"
- 1) 48" - Riser - 36"
- 1) 48" - Riser - 48"
- 1) 96" - TS - 16"
- 1) 96" - Riser - 32"
- 1) 96" - Base - 64"
- 2) 96" - Butyl Mastic CS-102 - 4 Rolls 1" x 174"
- 3) 48" - Butyl Mastic CS-102 - 1 Roll 1" x 174"
- 1) 24" - Butyl Mastic CS-102 - 1 Roll 1" x 174"
- 2) 42" - A-LOK - 1430
- 1) 24" - A-LOK - 800
- 13) Plastic - 16"

0 lb
1521 lb
2602 lb
3469 lb
11663 lb
8247 lb
20189 lb
2 lb
3 lb
1 lb
0 lb
0 lb
0 lb

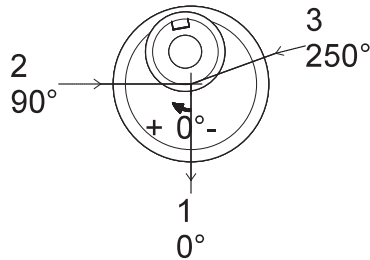
Structure Total: 47696 lb



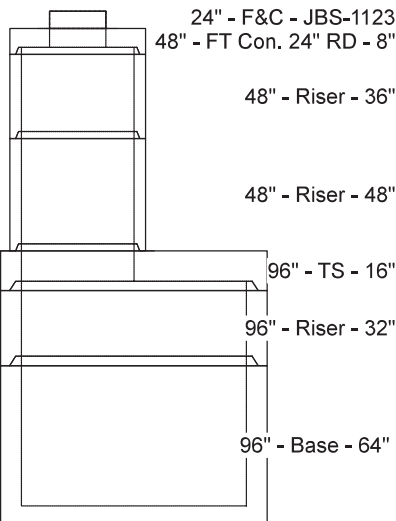
QC Grid	Name	Date
Set		
Post/ Pour		
Pull		
Final		

Structure Notes: *Top Slab to include 24" Opening for Manhole F/C and 8" hole for 6" Sleeve.

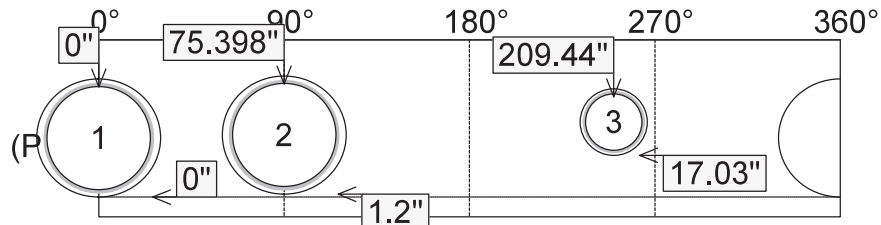
ALL COMPONENTS INCLUDE XYPEX C-1000 ADMIX



Position	ID	Elev	Angle	Up (↓)	Pipe	Connector	Ref
Rim		257.54'					
Reducer		245.84'					
Invert 1	1	239.84'	0°	0"	42" Ductile Iron	42" A-LOK 1430	P1
Invert 2	2	239.94'	90°	1.2"	42" FRPMP	42" A-LOK 1430	P1
Invert 3	3	241.18'	250°	17.03"	24" PVC SDR26	24" A-LOK 800	P1
Invert 4							
Invert 5							
Invert 6							
Invert 7							
Invert 8							



INSIDE WALL DIMENSIONS



(P1) - 96" - Base - 64"

7/7/2023

Quote ID: 202302046E

Page: 16 of 71

Job Name: Clear Creek Interceptor PHA
Eutaw

Structure ID: **SSMH-CC-045**

Type: Standard

Bid Item ID:

Size: 96"
Catch: 0"

Rim to Invert: 13.95'

- 1) 24" - F&C - JBS-1123
- 1) 48" - FT Ecc. - 24" - 8"
- 1) 48" - Riser - 48"
- 1) 96" - TS - 16"
- 1) 96" - Base - 88"
- 1) 96" - Butyl Mastic CS-102 - 4 Rolls 1" x 174"
- 2) 48" - Butyl Mastic CS-102 - 1 Roll 1" x 174"
- 1) 24" - Butyl Mastic CS-102 - 1 Roll 1" x 174"
- 2) 42" - A-LOK - 1430
- 10) Plastic - 16"

0 lb
1521 lb
3469 lb
11663 lb
26827 lb
1 lb
2 lb
1 lb
0 lb
0 lb

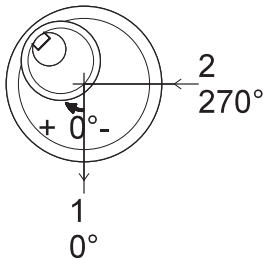
Structure Total: 43484 lb



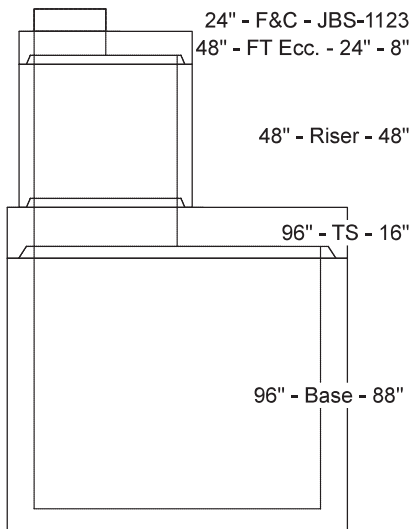
QC Grid	Name	Date
Set		
Post/ Pour		
Pull		
Final		

Structure Notes: *Top Slab to include 24" Opening for Manhole F/C and 8" hole for 6" Sleeve.

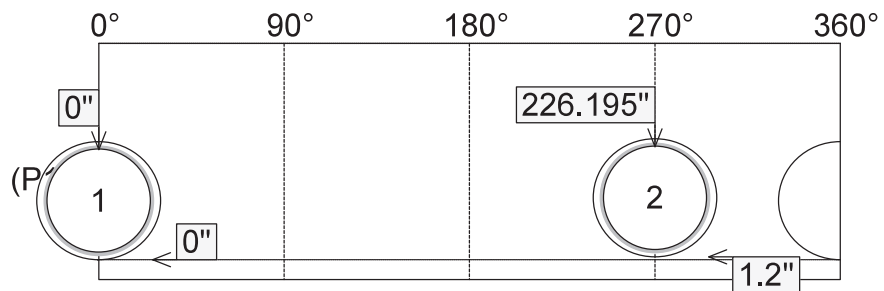
ALL COMPONENTS INCLUDE XYPEX C-1000 ADMIX



Position	ID	Elev	Angle	Up (↓)	Pipe	Connector	Ref
Rim		263.81'					
Reducer		255.86'					
Invert 1	1	249.86'	0°	0"	42" FRPMP	42" A-LOK 1430	P1
Invert 2	2	249.96'	270°	1.2"	42" FRPMP	42" A-LOK 1430	P1
Invert 3							
Invert 4							
Invert 5							
Invert 6							
Invert 7							
Invert 8							



INSIDE WALL DIMENSIONS



(P1) - 96" - Base - 88"

7/7/2023

Quote ID: 202302046E

Page: 46 of 71

Project No.: 77202-00 Contract No.: SRF 2022-476 Date January 5, 2024
 Project Name: SRF 2022-476 Clear Creek Interceptor Sanitary Sewer Phase A
 Owner: City of Lakeland | 10001 Highway 70 | Lakeland, TN 38002
 Engineer: Buchart Horn, Inc., | 3150 Lenox Park Blvd. | Memphis, TN 38115
 Contractor: EUTAW Construction Company, Inc. | 410 Old Richton Rd. | Petal, MS 39465

THE CONTRACT IS CHANGED AS FOLLOWS:

ITEM NO.	DESCRIPTION OF CHANGES	COST INCREASE	COST DECREASE
	Provide 96" diameter MH at 3 locations (MH CC-016, MH CC-017, and MH CC-045) in lieu of 84" diameter MH at same location as follows:	\$7,298.17	
TOTAL		\$7,298.17	\$0.00
NET Change In Contract Value		\$7,298.17	

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT DURATION/DATE:	
Original Contract Sum	\$ <u>21,967,264.23</u>	Present Contract Time:	<u>637</u> Calendar Days
Net change by previous Change Orders (C/O)	\$ <u>168,537.48</u>	This Change:	<u>1</u> Calendar Days
Contract Sum prior to this C/O	\$ <u>22,135,801.71</u>	Revised Contract Time	<u>638</u> Calendar Days
Contract Increase by this C/O	\$ <u>7,298.17</u>	Substantial Completion:	<u>2/27/2025</u> Date
New Contract Sum including this C/O	\$ <u>22,143,099.88</u>	Revised Substantial Completion:	<u>2/28/2025</u> Date
		Revised Final Completion:	<u>3/29/2025</u> Date

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

NOT VALID UNTIL APPROVED BY THE OWNER.

RECOMMENDED:

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

Date: 01/05/2024

ACCEPTED:

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

Date: 1/09/2024

APPROVED:

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

Date: _____

January 03, 2024

City of Lakeland
10001 US-70
Lakeland, TN 38002

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

Subject: PCO #05 – 3-inch Force Main Tie-in

Mrs. Harrell,

Please see the below pricing for 3-inch force main connection to SSMH CC-002.

Eutaw's proposal includes pricing for the installation of the 3" force-main to manhole CC-002. The temporary plug will also be moved to the upstream end of CC-002.

See pricing below:

SCOPE OF WORK						
Item	Specification	Item Description	Quantity	Unit	Unit Price	Total Price
New Line Items:						
PCO 005	N/A	3 IN Forcemain Connection to CC-002	1	LS	\$ 7,298.17	\$ 7,298.17
PCO #05 Total --->						\$ 7,298.17

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

Respectfully,



Trenton L. Walters
Project Manager

Cc: Kelton Miller, Sr. Project Manager

Eutaw Construction Company, Inc.
Extra Work Estimate

Project: Clear Creek Interceptor Sanitary Sewer Phase A **Date:** 01/03/24
Project No: 77202-00

Work Description: 3" Forcemain Connection to SSMH CC-002

Labor:

Item	Quantity	Unit	Unit Price	Total
Foreman, Utilitiy	8.0	HR	\$ 53.20	\$ 425.60
Operator Class A	8.0	HR	\$ 31.92	\$ 255.36
Operator Class B	8.0	HR	\$ 29.26	\$ 234.08
Laborer, Skilled	8.0	HR	\$ 25.12	\$ 200.96
Pipe Layer	8.0	HR	\$ 21.28	\$ 170.24
Total				\$ 1,286.24

Materials & Subcontracts:

Item	Quantity	Unit	Unit Price	Total
Eutaw Materials	1.00	LS	\$ 2,500.00	\$ 2,500.00
Subtotal				\$ 2,500.00
Tax (if applicable)		9.75%		\$ 243.75
Total				\$ 2,743.75

Equipment:

Item	Quantity	Unit	Unit Price	Total
Excavator, PC 360	8.0	HR	\$ 83.00	\$ 664.00
Loader, WA320	8.0	HR	\$ 49.00	\$ 392.00
Roller, 54" Sheep Foot (Rental)	4.0	HR	\$ 65.63	\$ 262.52
Truck, Pickup (3 EA)	24.0	HR	\$ 12.00	\$ 288.00
Total				\$ 1,606.52

Comments:

Eutaw will demo the temporary manhole that was installed and install 3" pipe to CC-002.

L,M,E Subtotal --->	\$	5,636.51
OH&P (15%) --->	\$	845.48
Subtotal --->	\$	6,481.99
Subcontractor + Tax -->	\$	548.75
Subcontractor OH&P -->	\$	27.44
Per Diem/Lodging -->	\$	240.00
Eutaw Total --->	\$	7,298.17

Work Authorized By:



Eutaw Construction

Owner



Board of Commissioners

Meeting Cycle: Thursday, February 1, 2024

Subject: **Resolution** - approving the Equestria Planned Development outline plan.

Staff Contact: Paul Luker, Planning Director

STAFF RECOMMENDATION

The Municipal Planning Commission recommends approval with conditions.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

The Municipal Planning Commission (MPC) reviewed the application and heard comments from citizens and the applicant. Following discussion among the commissioners, the MPC recommended two additional conditions to those recommended by city staff (see attachment). The two additional conditions are: the provision of a cul-de-sac at the eastern terminus of Ramblewood Drive and the creation of a round-about/traffic circle at the intersection of Lakeland Trace and Maple Walk Drive.

RESOLUTION R-13-2024

APPROVING THE EQUESTRIA PLANNED DEVELOPMENT OUTLINE PLAN

WHEREAS, On September 14, 2023, the City of Lakeland Municipal Planning Commission recommended approval of the Equestria Planned Development Outline Plan with conditions:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Outline Plan is approved for the Equestria Planned Development subject to the attached plan and conditions.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 1st day of February 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Municipal Planning and Design Review Commission

Meeting Date: Thursday, June 14, 2023

Project: Equestria PD Outline Plan

Staff Contact: Paul Luker, Planning Director

PROJECT INFORMATION

Location: 10355 Memphis-Arlington Road

Parcel ID: L0151 00121C, L0151 00111

Zoning District: AG: Agriculture

Site Area: 86.33 acres

Applicant: Gary Taylor

Representative: Josh Burnette (Renaissance Design Studio, LLC)

STAFF RECOMMENDATION

City Staff recommends approval of the Equestria PD Outline Plan with conditions.

BACKGROUND:

Equestria is a planned residential development having a combined area of 86.33-acres. The subject property is located on the south side of Memphis Arlington Road and is bound to the east by the Oakwood Grove PD, the west by the Grove at Lakeland PD. The original Equestria PD was approved in 2008 but has since expired. Renaissance Developments, LLC intends to develop the combined 86.33-acre property as a planned residential development offering 119 single-family residential lots with 41.10-acres or 47.6% of the site reserved for common open space. The proposed overall density is 1.37 dwelling units per acre.

RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN

Lakeland's Comprehensive Land Use Plan Update, adopted March of 2006, recommends "Suburban Neighborhood" for all of the property.

“Suburban Neighborhood” is defined as “Primarily single-family residential lots with a maximum density of 2.5 dwelling units per acre, but may contain religious facilities, schools, and public buildings. Development requires public water and sanitary sewer service. Streets shall be designed with an urban cross section”.

The “Future Land Use Map” adopted by the MPC in July 2023 shows the subject property as “Neighborhood Residential”. The Equestria PD conforms to the recommendations of the plan in regards to use and character.(See attached Future Land Use Map and Neighborhood Residential Characteristics)

RELATIONSHIP TO THE MAJOR ROAD PLAN

Memphis-Arlington is designated as 2-lane roadway.

Lakeland Trace is designated as a future 2-lane Roadway.

All other internal streets would be classified as local streets.

Lakeland Trace will be extended north from Ramblewood Drive to Memphis Arlington in the first phase of construction.

RELATIONSHIP TO THE PARKS AND RECREATION PLAN

There are no parks shown in the Citys Parks Master Plan for this area therefore City Staff is recommending payment in lieu of parkland dedication for this development. Additionally the PD is providing 37+ acres of conservation area and common open space with a substantial amount of green space along the perimeter of the development providing a buffer to adjacent developments. Details for an internal trail system will be provided as part of the preliminary development plan process.

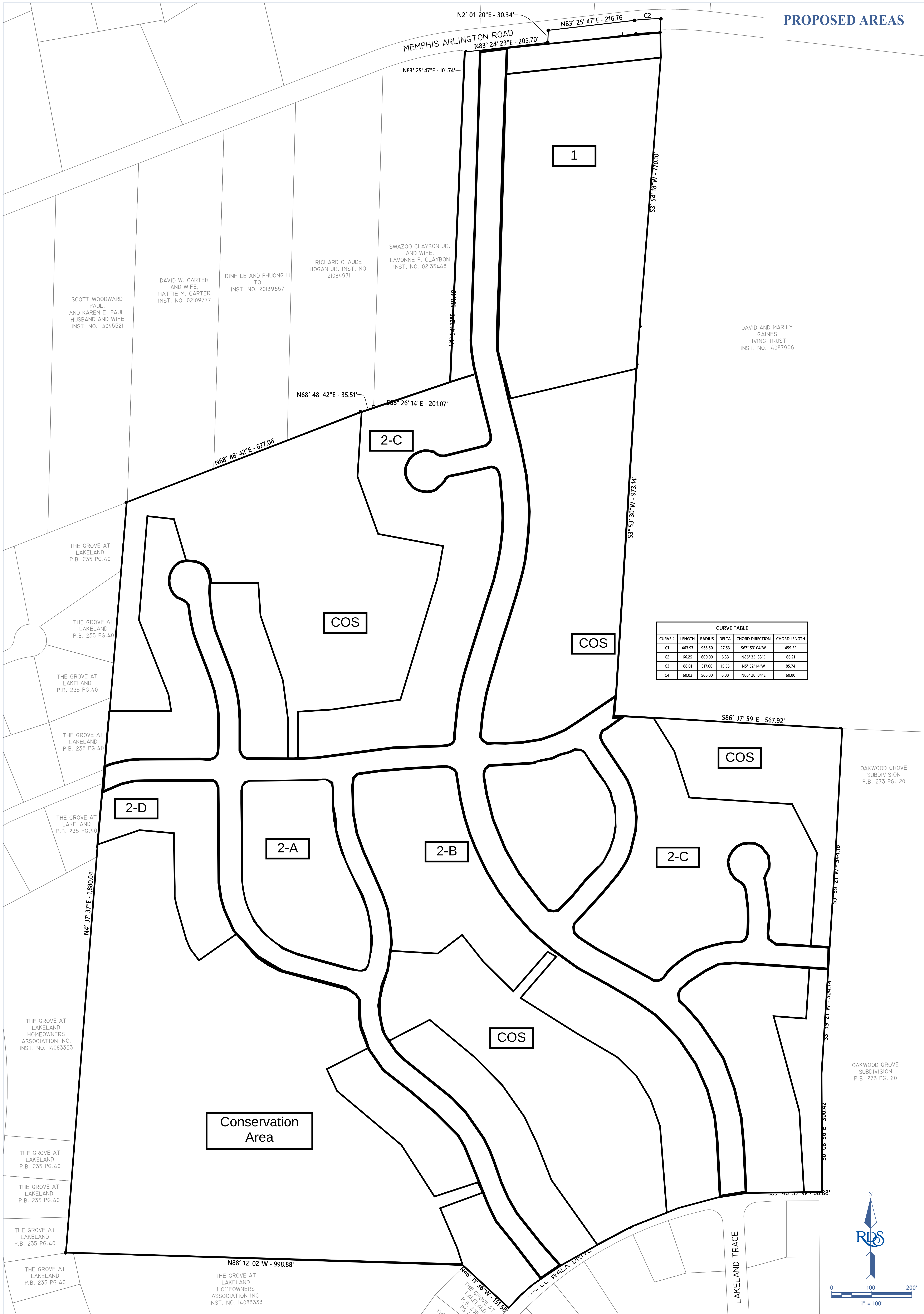
ANALYSIS AND RECOMMENDATION:

Upon review by City Staff, the application is in basic compliance with the City of Lakeland Land Development Regulations, however there are technical deficiencies in the submission in regards to the graphic depictions of the Outline Plan and written conditions. City Staff is recommending a revised Outline Plan map along with a revised set of written conditions (See attachments). City Staff recommends approval of the applications with the aforementioned conditions.

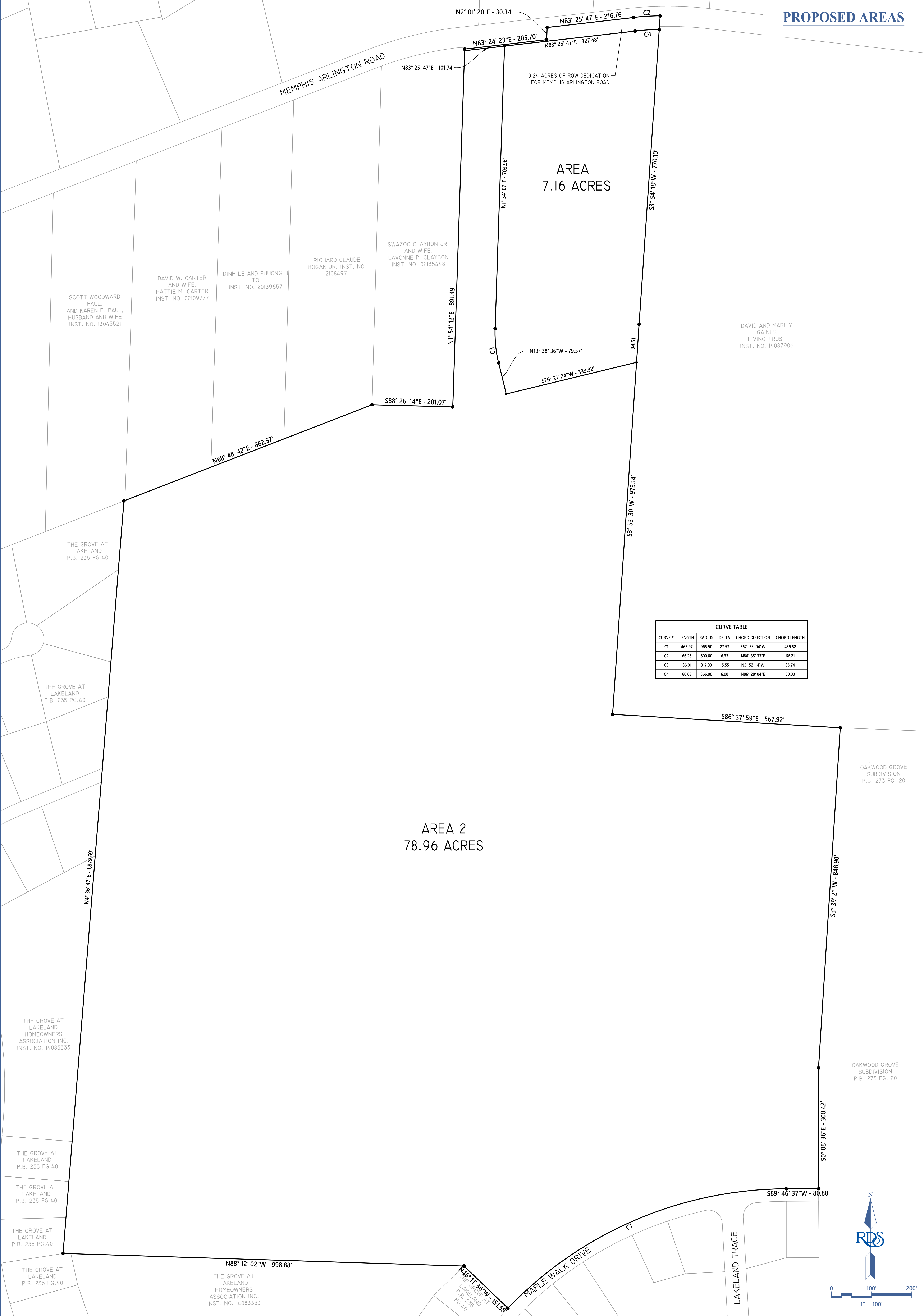
EXAMPLE MOTIONS

1. Motion to approve the Equestria PD Outline Plan subject to the following conditions:
 - a. Conditions as determined by the Planning Commission
 - b. Conditions proposed by staff
2. Motion to approve the Equestria PD Outline Plan without conditions.
3. Motion to deny the Equestria PD Outline Plan application:
 - a. Reason for denial

PROPOSED AREAS

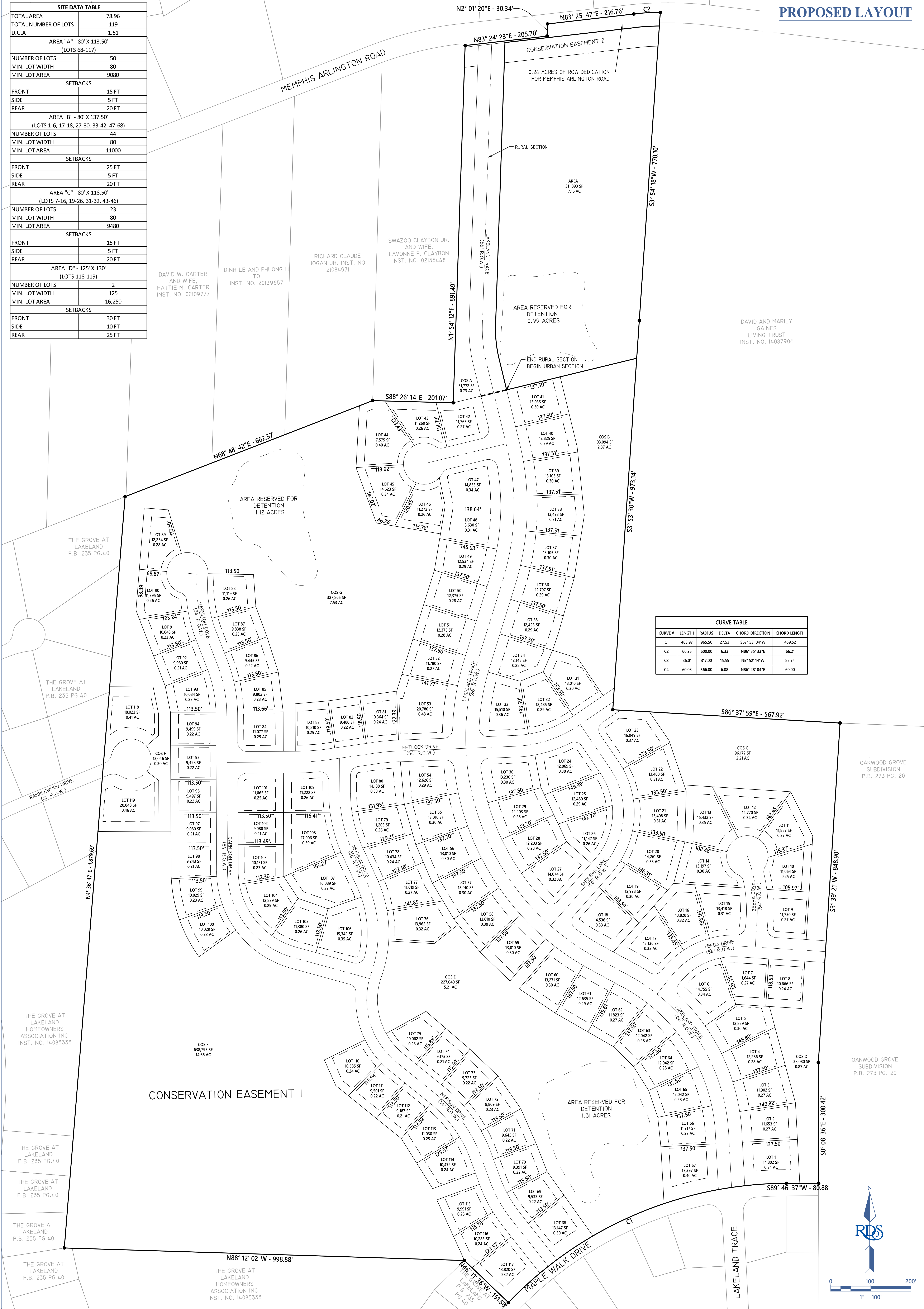


PROPOSED AREAS



PREPARED BY:	RENAISSANCE DESIGN STUDIO, LLC. 3157 HIGHWAY 64 - SUITE 200 EADS, TN 38028 901.466.4104 WWW.REANAISSANCE-COMPANY.COM
DRAWN BY:	C. HARDWICK, E.I.
DATE:	10/03/2023
SHEET #:	1 OF 3
SCALE:	1" = 100'

SITE DATA TABLE	
TOTAL AREA	78.96
TOTAL NUMBER OF LOTS	119
D.U.A	1.51
AREA "A" - 80' X 113.50' (LOTS 68-117)	
NUMBER OF LOTS	50
MIN. LOT WIDTH	80
MIN. LOT AREA	9080
SETBACKS	
FRONT	15 FT
SIDE	5 FT
REAR	20 FT
AREA "B" - 80' X 137.50' (LOTS 1-6, 17-18, 27-30, 33-42, 47-68)	
NUMBER OF LOTS	44
MIN. LOT WIDTH	80
MIN. LOT AREA	11000
SETBACKS	
FRONT	25 FT
SIDE	5 FT
REAR	20 FT
AREA "C" - 80' X 118.50' (LOTS 7-16, 19-26, 31-32, 43-46)	
NUMBER OF LOTS	23
MIN. LOT WIDTH	80
MIN. LOT AREA	9480
SETBACKS	
FRONT	15 FT
SIDE	5 FT
REAR	20 FT
AREA "D" - 125' X 130' (LOTS 118-119)	
NUMBER OF LOTS	2
MIN. LOT WIDTH	125
MIN. LOT AREA	16,250
SETBACKS	
FRONT	30 FT
SIDE	10 FT
REAR	25 FT



I. OUTLINE PLAN GENERAL STATEMENT

EQUESTRIA IS AN 86.36-ACRE PLANNED RESIDENTIAL DEVELOPMENT LOCATED IN LAKELAND, TENNESSEE ON THE SOUTH SIDE OF MEMPHIS-ARLINGTON ROAD AND WEST OF CHAMBERS CHAPEL ROAD. THE 119-LOT RESIDENTIAL DEVELOPMENT IS IMMEDIATELY ADJACENT TO THE GROVE AT LAKELAND P.D. TO THE WEST AND THE LEVITT AND SONS PROPERTY ON THE EAST. IN KEEPING WITH THE INTENT OF CONSERVATION DESIGN, ATTENTION AND SENSITIVITY HAVE BEEN GIVEN TO NATURAL FEATURES SUCH AS VEGETATION, WATER BODIES, AND TOPOGRAPHY. THESE FEATURES ARE MAJOR ELEMENTS OF THE NEIGHBORHOOD AND HAVE BEEN MAINTAINED WHERE FEASIBLE. THE DESIGN OF THE DEVELOPMENT HAS TAKEN INTO ACCOUNT THE CONNECTIVITY OF ROADWAYS AND OPEN SPACE WITH THE ADJACENT APPROVED DEVELOPMENT, THE GROVE AT LAKELAND P.D., AND FUTURE ADJACENT DEVELOPMENTS. 15.19 ACRES OF THE TOTAL SITE WILL BE PLACED IN CONSERVATION EASEMENTS WHERE NO FUTURE DEVELOPMENT CAN OCCUR, THEREFORE PRESERVING THE NATURAL RESOURCES OF THE LAND. THE EQUESTRIA PLANNED DEVELOPMENT (PD) IS A SUBURBAN NEIGHBORHOOD THAT INCORPORATES ELEMENTS OF ITS PREVIOUS USE AS A HORSE FARM INTO THE COMMON OPEN SPACE AND CONSERVATION AREAS. CONTINUOUS GREEN SPACE CONNECTS THE DEVELOPMENT THROUGHOUT ITS BOUNDARY AND TIES TO ADJACENT OPEN SPACES AND FUTURE DEVELOPMENTS.

THE PROPERTY WILL BE DIVIDED INTO TWO AREAS.

AREA 1 IS A 7.40-ACRE RESIDENTIAL OUT PARCEL. 0.24 ACRES (3/4' FROM CENTERLINE) OF RIGHT-OF-WAY FOR MEMPHIS ARLINGTON ROAD WILL BE DEDICATED AS PART OF THIS PLAN. THERE IS ALSO A 50' CONSERVATION EASEMENT ALONG THE ROAD FRONTAGE OF AREA 1. THIS AREA IS ENTITLED TO ONE HOME. A SEPARATE PDP SHALL BE SUBMITTED FOR THIS AREA IF ANY DEVELOPMENT IS PROPOSED IN THE FUTURE.

AREA 2 IS A 78.96-ACRE PARCEL THAT WILL INCLUDE 119 RESIDENTIAL LOTS AND COMMON OPEN SPACES.

II. LAND USES PERMITTED

A. USES PERMITTED IN ACCORDANCE WITH R-2 MEDIUM DENSITY RESIDENTIAL (SUBURBAN MANOR) IN THE CITY OF LAKELAND ZONING ORDINANCE:

1. SINGLE FAMILY DETACHED RESIDENTIAL
2. ACCESSORY BUILDINGS, AS PERMITTED BY THE CITY OF LAKELAND ZONING ORDINANCE
3. HOME OCCUPATIONS
4. PARKS/RECREATION
5. PRIVATE NEIGHBORHOOD CLUBHOUSE AND/OR PAVILIONS
6. PRIVATE NEIGHBORHOOD CLUBHOUSE AND/OR PAVILIONS

III. DESIGN GUIDELINES

A. ARCHITECTURAL GUIDELINES

1. A HOMEOWNERS ASSOCIATION ARCHITECTURAL CONTROL COMMITTEE (ACC) SHALL BE ESTABLISHED. THIS COMMITTEE, OR THEIR DESIGNATED ARCHITECT, WILL REVIEW ALL PROPOSED STRUCTURES, SITE PLANS, BUILDING ELEVATIONS, LANDSCAPING, AND CONSTRUCTION MATERIALS. THE ACC SHALL ADHERE TO THESE DESIGN GUIDELINES AND THE OVERALL PROVISIONS OF THE PDP AND SUBSEQUENT DEVELOPMENT PLANS, WHICH SHALL ALSO BE UTILIZED BY THE CITY OF LAKELAND IN THE PERMIT ISSUANCE PROCESS.

2. SETBACKS ARE INDICATED IN THIS OUTLINE PLAN. THE ACC OR THEIR DESIGNATED ARCHITECT RESERVES THE RIGHT TO ABSOLUTE CONTROL OF THE PRECISE SITE AND LOCATION OF ANY STRUCTURE UPON ALL PARCELS IN ACCORDANCE WITH THE CITY OF LAKELAND DESIGN GUIDELINES.

3. HOME STYLES FOR THIS DEVELOPMENT SHALL STAY CONSISTENT WITH FRENCH AND EUROPEAN ARCHITECTURE. DETAILS VARY BUT FRENCH AND EUROPEAN INSPIRED HOMES ARE DISTINGUISHED BY THEIR DISTINCTIVE HIPPED ROOFS AND FLARED EAVES. SOME OF THE FEATURES IN THESE HOMES INCLUDE, BUT ARE NOT LIMITED TO, BRICK AND STONE FACADES, HIPPED AND ARCHED-TOP DORMERS, MULTI-PANED WINDOWS USING EITHER SQUARE GRIDS OR DIAMOND PATTERNS, WOOD SHUTTERS, IRON BALCONIES OR TERRACES, DECORATIVE HALF-TIMBERING, ROUND TOWERS, ARCHED DOORWAYS, AND DECORATIVE COPPER ACCENTED ELEMENTS SUCH AS FLASHING, ROOF TOP FINIALS AND CUPOLAS. ARCHITECTURALLY CONSISTENT PORCHES ARE ENCOURAGED ON FRONT FACADES.

4. HOMES BUILT IN EQUESTRIA PLANNED RESIDENTIAL DEVELOPMENT SHALL BE IN GENERAL COMPLIANCE AS TO FORM, STYLE, AND ARCHITECTURE, BUT MAY DEVIATE AS TO SIZE, FOOTPRINT, OR DECORATIVE DETAILING, SO LONG AS OTHERWISE COMPLIANT WITH THE DESIGN GUIDELINES HEREIN.

5. GARAGES SHALL BE REVIEWED BASED ON THE LOCATION, DESIGN, AND ORIENTATION TO THE HOME. ALTHOUGH REAR-LOAD AND SIDE-LOAD GARAGES ARE PREFERRED, FRONT-LOAD GARAGES MAY BE PERMISSIBLE IF SCREENED BY AN ARCHITECTURAL PORTE-COCHÈRE WITH REVIEW AND APPROVAL.

6. WINDOWS AND DOORS SHALL BE TRUE DIVIDED-LIGHT WINDOWS OR SIMULATED DIVIDED-LIGHT WINDOWS, AND THEY SHALL BE REQUIRED ON ALL FRONT ELEVATIONS. ALL DOORS VISIBLE FROM THE STREET SHALL BE STAIN-GRADE WOOD OR APPROVED EQUAL.

7. ROOFING MATERIALS SHALL BE AT LEAST 25-YEAR ARCHITECTURAL SHINGLES IN AN APPROVED COLOR. COLORS MAY VARY BUT MUST BE REVIEWED AND APPROVED.

8. SHUTTERS, WHEN USED, SHALL BE SIZED TO COVER THE RESPECTIVE OPENING. SHUTTERS SHALL BE WOOD OR SYNTHETIC TO SIMULATE WOOD, AND BE PAINTED OR STAINED.

9. HVAC UNITS, UTILITY METERS, POOL EQUIPMENT, CONNECTION BOXES, ETC. SHALL BE PLACED IN REAR OR SIDE YARDS OUT OF THE VIEW FOR A PUBLIC WAY, STREET, OR FRONT OF THE HOME. HVAC UNITS SHALL BE SCREENED FROM THE PUBLIC VIEW, WHERE NECESSARY, WITH LANDSCAPING OR APPROVED FENCING/WALL.

10. POOL HOUSES, GAZEBOS, CABANAS, DETACHED GARAGES, AND ANY AND ALL OUTBUILDINGS AND DETACHED STRUCTURES SHALL BE PERMITTED ONLY WITH FULL REVIEW AND APPROVAL. ALL OUTBUILDINGS MUST BE CONSTRUCTED OF THE SAME BUILDING MATERIALS AND DETAILING AS THE PRIMARY RESIDENCE. ALL PLANS MUST BE REVIEWED AND APPROVED BY THE ACC AND NECESSARY GOVERNING BODIES AS REQUIRED FOR CONSTRUCTION PERMITTING. TEMPORARY, PRE-FABRICATED, OR MODULAR OUTBUILDINGS SHALL NOT BE PERMITTED. POOL HOUSES, GARAGES, AND OTHER ACCESSORY STRUCTURES SHALL UTILIZE A DESIGN THAT IS SUBORDINATE TO, COMPLEMENTARY TO, AND INTEGRAL WITH THE HOUSE DESIGN.

11. ACCESSORY STRUCTURES ARE PERMITTED IN ACCORDANCE WITH THE CITY OF LAKELAND ZONING REGULATIONS.

12. LANDSCAPE PLANS MUST BE REVIEWED AND APPROVED BY THE ACC OR THEIR DESIGNATED ARCHITECT. ALL LANDSCAPING MUST BE COMPLETED WITHIN TWO (2) WEEKS OF THE COMPLETION OF THE HOUSE.

13. TREES - AS A CONSERVATION OVERLAY SUBDIVISION, TREES ARE THE DEVELOPMENT'S MOST IMPORTANT ATTRIBUTE, AND MUCH ATTENTION HAS BEEN GIVEN TO THIS IMPORTANT NATURAL RESOURCE DURING THE DESIGN OF THE DEVELOPMENT. THE PROTECTION AND LONG TERM MAINTENANCE OF THESE TREES IS IMPERATIVE TO THE SUCCESSFUL FUTURE AND NATURAL BEAUTY OF THIS COMMUNITY. CARE AND SERIOUS CONSIDERATION MUST BE GIVEN BEFORE THE REMOVAL OF ANY TREES IN THIS DEVELOPMENT. AFTER THE INITIAL CONSTRUCTION OF EACH HOUSE, ANY TREE REMOVAL BY THE LOT OWNER MUST RECEIVE PRIOR APPROVAL IN WRITING BY THE ACC. THE ACC SHALL CONSULT WITH A CERTIFIED ARBORIST WHEN RENDERING DECISIONS REGARDING TREE REMOVAL REQUESTS. IN ADDITION, ANY TREE REMOVAL OR MAINTENANCE MUST CONFORM TO THE CITY OF LAKELAND'S TREE MANAGEMENT ORDINANCE.

14. FENCING FOR THIS DEVELOPMENT IS UNIQUE TO ITS ARCHITECTURE AND THE LOCATION OF SPECIFIC LOTS IN THEIR PROXIMITY TO COMMON AREAS. NO FENCE SHALL BE ERCTED, PLACED, OR ALTERED ON ANY LOT NEARER TO ANY STREET THAN THE MINIMUM BUILDING SETBACK LINE. ALL FENCES SHALL BE CONSTRUCTED OF CEDAR WOOD, MASONRY BRICK, A COMBINATION THEREOF, OR ORNAMENTAL IRON. THE FENCE ON ANY LOT FACING A STREET MUST BE EITHER 6-FOOT CEDAR CAPPED WOOD FENCE OR ORNAMENTAL IRON. LOTS WITH REAR YARDS ADJACENT TO COMMON AREAS MUST USE ORNAMENTAL IRON FENCING.

15. IN-GROUND SWIMMING POOLS ARE PERMISSIBLE WITH REVIEW AND APPROVAL BY THE ACC. CONSTRUCTION OF THE POOL MUST NOT DISTURB NEIGHBORS' YARDS OR PROPERTY OWNED AND/OR MAINTAINED BY THE HOA. THE USE OF A NEIGHBOR'S YARD FOR CONSTRUCTION ACCESS IS NOT PERMITTED UNLESS THE NEIGHBOR HAS GIVEN WRITTEN CONSENT. THE USE OF PROPERTY OWNED AND/OR MAINTAINED BY THE HOA FOR CONSTRUCTION ACCESS IS NOT PERMITTED, UNLESS THE APPLICANT REQUESTS A REVIEW AND IS GRANTED WRITTEN PERMISSION. IF APPROVED, THE APPLICANT MUST SIGN A WAIVER OF DAMAGE AND POST A CONSTRUCTION DEPOSIT FOR REPAIRS OF DAMAGE TO PROPERTY OWNED AND/OR MAINTAINED BY THE HOA.

16. DUPLICATE ELEVATIONS WITHIN DIRECT SIGHT-LINE VIEW OF ANY SIMILAR ELEVATIONS SHALL NOT BE ALLOWED IN THE EQUESTRIA PD.

B. LANDSCAPING AND SCREENING

1. SUBDIVISION LANDSCAPING SHALL COMPLY WITH THE LAKELAND DESIGN GUIDELINES FOR LANDSCAPING AND OTHER APPLICABLE CITY REGULATIONS, AND SHALL BE PRESENTED FOR LAKELAND DRC FINAL APPROVAL. LANDSCAPING REQUIREMENTS MAY BE FURTHER REFINED WITH THE FDP. NEW WAIVER REQUESTS SHALL NOT BE INTRODUCED WITH A FDP, BUT SHALL REQUIRE A PRELIMINARY DEVELOPMENT PLAN (PDP) AMENDMENT.

C. STREET TREE STANDARDS

1. STREET TREES SHALL BE PLANTED ON ALL PUBLIC STREETS WITHIN THE DEVELOPMENT.

2. STREET TREE LOCATIONS AND SPECIES SELECTION SHALL BE IN CONFORMANCE WITH THE CITY OF LAKELAND LANDSCAPING AND SCREENING REQUIREMENTS AND TREE SPECIES SELECTION LIST.

3. STREET TREES LOCATED WITHIN COS SHALL BE INSTALLED BY THE DEVELOPER.

4. THE HOA SHALL MAINTAIN ALL STREET TREES WITHIN COS.

5. STREET TREES LOCATED ON RESIDENTIAL LOTS SHALL BE INSTALLED BY THE BUILDER AS INDICATED ON THE DETAILED STREET TREE PLAN IN THE PDP SET. MAINTENANCE, REMOVAL, AND REPLACEMENT OF SAID STREET TREES SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.

6. THE HOA WILL MONITOR AND ENFORCE MAINTENANCE AND REPLACEMENT OF STREET TREES.

7. THE FOLLOWING STANDARDS APPLY TO STREET TREE PLANTINGS.

- | | |
|---------------------------------------|---------|
| A. MINIMUM DISTANCE ON CENTER | 15 FEET |
| B. TYPICAL DISTANCE ON CENTER | 35 FEET |
| C. MAXIMUM DISTANCE ON CENTER | 40 FEET |
| D. MAXIMUM DISTANCE FROM BACK OF CURB | 14 FEET |
| E. MINIMUM DISTANCE FROM SIDEWALK | 5 FEET |
| F. MINIMUM DISTANCE FROM DRIVEWAYS | 5 FEET |
| G. MINIMUM STREET TREE EASEMENT | 9 FEET |

D. SITE LIGHTING

NO PUBLIC OR PRIVATE STREET LIGHTING IS PROPOSED WITHIN THE EQUESTRIA PLANNED RESIDENTIAL DEVELOPMENT.

E. SIGNS

SUBDIVISION ENTRY SIGNS MAY BE LOCATED AT THE INTERSECTION OF LAKELAND TRACE AND MEMPHIS-ARLINGTON ROAD. SUBDIVISION IDENTIFICATION SIGNS SHALL BE PERMITTED AT THE INTERSECTIONS OF LAKELAND TRACE AND SHOLEAH LANE, SHOLEAH LANE AND RAMBLEWOOD DRIVE, AS WELL AS LAKELAND TRACE AND RAMBLEWOOD DRIVE. SUBDIVISION ENTRY SIGNS SHALL HAVE A MINIMUM 10-FOOT SETBACK, SHALL COMPLY WITH THE LAKELAND SIGN REGULATIONS, AND SHALL BE PRESENTED FOR LAKELAND DRC FINAL APPROVAL. MASONRY WALLS ASSOCIATED WITH ENTRY FEATURES SHALL NOT EXCEED SIX (6) FEET IN HEIGHT. ARCHITECTURAL/DECORATIVE ELEMENTS ASSOCIATED WITH THE ENTRY FEATURE SHALL NOT EXCEED EIGHT (8) FEET. THE MATERIALS FOR THE SIGN, BASE, WALL, OR OTHER ELEMENTS SHALL BE CONSTRUCTED OF ANY OF THE FOLLOWING ELEMENTS: NATURAL STONE, STONE VENEER, BRICK MASONRY, AND WOOD. A GENERALIZED LOCATION SKETCH FOR EACH SIGN IS PROVIDED IN THE PDP SET. A CONCEPTUAL ELEVATION IS PROVIDED HEREIN. SIGN LOCATIONS AND DESIGNS MAY BE FURTHER REFINED WITH THE FDP. NEW WAIVER REQUESTS SHALL NOT BE INTRODUCED WITH AN FDP, BUT SHALL REQUIRE A PDP AMENDMENT.

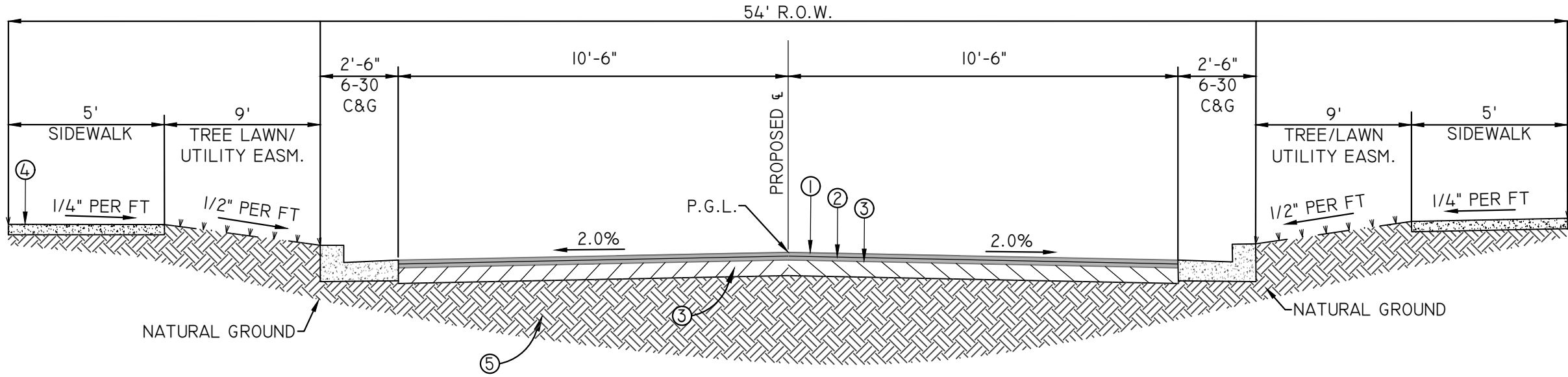
F. FENCES AND WALLS

SUBDIVISION FENCES AND WALLS MAY BE LOCATED THROUGHOUT THE EQUESTRIA PLANNED RESIDENTIAL DEVELOPMENT. THESE FENCES AND WALLS SHALL COMPLY WITH THE LAKELAND DESIGN GUIDELINES FOR FENCES AND WALLS (TITLE 14, CHAPTER 7, FENCES AND WALLS), AND SHALL BE PRESENTED FOR LAKELAND DRC FINAL APPROVAL. MASONRY WALLS SHALL NOT AT ANY POINT EXCEED SIX (6) FEET IN HEIGHT. PRIVACY FENCES SHALL NOT AT ANY POINT EXCEED SIX (6) FEET IN HEIGHT. MASONRY WALLS SHALL BE CONSTRUCTED OF ANY OF THE FOLLOWING ELEMENTS: NATURAL STONE, STONE VENEER, AND BRICK MASONRY WITH WOOD ARCHITECTURAL ELEMENTS. PRIVACY FENCES SHALL BE CONSTRUCTED OF CEDAR WOOD, MASONRY BRICK, A COMBINATION THEREOF, OR ORNAMENTAL IRON. THE FENCE ON ANY LOT FACING A STREET MUST BE EITHER A 6-FOOT CEDAR CAPPED WOOD OR ORNAMENTAL IRON. A GENERALIZED LOCATION SKETCH AND GENERALIZED RENDERING OF EACH TYPE OF FENCE WILL BE PROVIDED WITH THE FDP. FENCE AND WALL LOCATIONS AND DESIGNS MAY BE FURTHER REFINED WITH THE FDP. NEW WAIVER REQUESTS SHALL NOT BE INTRODUCED WITH AN FDP, BUT SHALL REQUIRE A PDP AMENDMENT.

G. IRRIGATION

A FULLY AUTOMATED IRRIGATION SYSTEM SHALL BE INSTALLED FOR ALL LANDSCAPED AREAS. THIS IRRIGATION SYSTEM SHALL COMPLY WITH THE LAKELAND DESIGN GUIDELINES FOR IRRIGATION PLANS (TITLE 14, CHAPTER 9, LANDSCAPING AND SCREENING) AND SHALL BE PRESENTED FOR LAKELAND DRC FINAL APPROVAL.

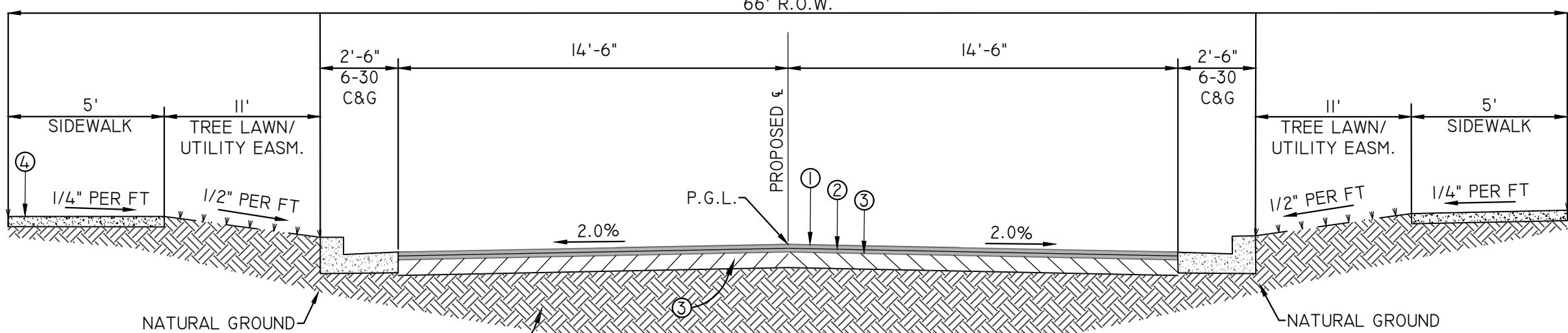
GENERAL GUIDELINES



- | | |
|--|--|
| ① 1.5" BITUMINOUS CONCRETE WEARING LAYER (ASPHALT) GRADING 'E' (T.D.O.T. SPEC 411) | ③ 8" SOIL CEMENT (SOIL TEST AND MIX DESIGN REQUIRED) |
| ② 2" B.P.M.P. (HOT MIX) GRADING 'B' (T.D.O.T. SPEC 307-BM-2) | ④ 4" CONCRETE SIDEWALK (4,000 PSI, 5% AIR-ENTRAINED) |
| | ⑤ COMPACTED SUBGRADE (95% STANDARD PROCTOR) |

TYPICAL SECTION - 54' RIGHT-OF-WAY

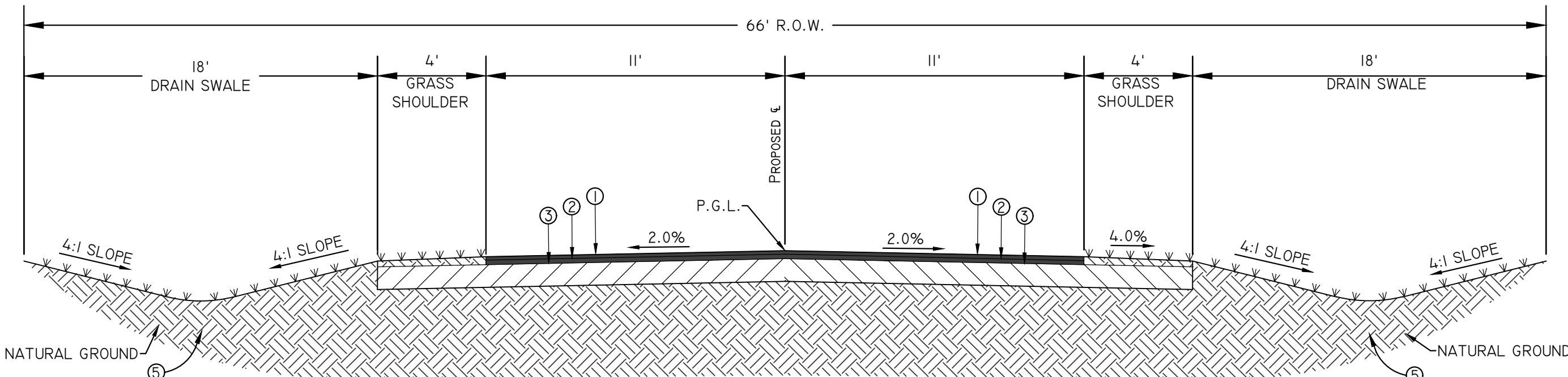
N.T.S.



- | | |
|--|---|
| ① 1.5" BITUMINOUS CONCRETE WEARING LAYER (ASPHALT) GRADING 'E' (T.D.O.T. SPEC 411) | ③ 10" SOIL CEMENT (SOIL TEST AND MIX DESIGN REQUIRED) |
| ② 2" B.P.M.P. (HOT MIX) GRADING 'B' (T.D.O.T. SPEC 307-BM-2) | ④ 4" CONCRETE SIDEWALK (4,000 PSI, 5% AIR-ENTRAINED) |
| | ⑤ COMPACTED SUBGRADE (95% STANDARD PROCTOR) |

TYPICAL SECTION - 66' URBAN RIGHT-OF-WAY

N.T.S.



- | | |
|--|---|
| ① 1.5" BITUMINOUS CONCRETE WEARING LAYER (ASPHALT) GRADING 'E' (T.D.O.T. SPEC 411) | ③ 10" SOIL CEMENT (SOIL TEST AND MIX DESIGN REQUIRED) |
| ② 2" B.P.M.P. (HOT MIX) GRADING 'B' (T.D.O.T. SPEC 307-BM-2) | ④ 4" CONCRETE SIDEWALK (4,000 PSI, 5% AIR-ENTRAINED) |
| | ⑤ COMPACTED SUBGRADE (95% STANDARD PROCTOR) |

TYPICAL SECTION - 66' RURAL RIGHT-OF-WAY

N.T.S.

IV. SEWER, WATER, AND DRAINAGE

A. THE PROPOSED METHOD OF SEWAGE DISPOSAL FOR THIS DEVELOPMENT WILL CONNECT TO AN EXISTING 10" SANITARY SEWER LINE BENEATH MAPLE WALK DRIVE.

B. ALL SEWER WITHIN THE EQUESTRIA PLANNED DEVELOPMENT SHALL BE TIED TO THE PROPOSED PUBLIC SEWER. EXISTING PRIVATE SEPTIC SEWER SYSTEMS AND ASSOCIATED LEACH FIELDS SHALL BE DEMOLISHED IN ACCORDANCE WITH THE HEALTH DEPARTMENT REQUIREMENTS.

C. THE PROPOSED WATER LINE WITHIN THE DEVELOPMENT WILL BE CONNECTED TO AN EXISTING WATER LINE IN MEMPHIS-ARLINGTON ROAD, AN EXISTING WATER LINE BENEATH RAMBLEWOOD DRIVE, AN EXISTING WATER LINE BENEATH MEMPHIS-ARLINGTON ROAD, AND AN EXISTING WATER LINE BENEATH MAPLE WALK DRIVE. THE PROPOSED WATER SYSTEM SHALL BE CAPABLE OF PRODUCING A MINIMUM RESIDUAL PRESSURE OF 20 PSI AT A MINIMUM FIVE FLOW OF 1500 GPM AND SHALL BE APPROVED BY AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF MLGW.

D. THE EXISTING PRIVATE WATER SUPPLY WELL, LOCATED WITHIN THE EQUESTRIA PLANNED DEVELOPMENT, SHALL REMAIN IN PLACE FOR POSSIBLE USE AS THE WATER SOURCE FOR REQUIRED IRRIGATION.

E. DRAINAGE IMPROVEMENTS, INCLUDING ON-SITE DETENTION, SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY OF LAKELAND STORMWATER MANAGEMENT HANDBOOK AND SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ENGINEER.

F. STORMWATER RUN-OFF SHALL UTILIZE, TO THE EXTENT POSSIBLE, THE NATURAL DRAINAGE PATTERNS OF THE SITE. WHERE STORMWATER IS DIRECTED INTO AREAS OF COS AND/OR CES, STEPS SHALL BE TAKEN TO DECREASE VELOCITIES AND DETRIMENTAL EFFECTS TO THE NATURAL FEATURES. METHODS SHALL BE PROVIDED WITH THE FDP SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ENGINEER.

G. DETENTION CALCULATIONS AND STORMWATER STRUCTURES AND CONVEYANCES WILL BE PROVIDED WITH FDP DOCUMENTS SUBJECT TO REVIEW AND APPROVAL OF THE CITY ENGINEER.

V. BULK REGULATIONS AND SIMILAR REQUIREMENTS

A. THE FOLLOWING BULK REGULATIONS OF THE RESIDENTIAL (R-2) SUBURBAN MANOR SHALL APPLY WITH THE FOLLOWING EXCEPTIONS:

1. SINGLE FAMILY RESIDENTIAL AREA "A" - 80' x 113.50' LOT
LOTS 68-117
BUILDING SETBACKS:
FRONT SETBACK: 15 FEET
FRONT PORCH ENCROACHMENT: 4 FEET
SIDE YARD SETBACK: 5 FEET (SUM OF 10 FEET)
REAR YARD SETBACK: 20 FEET
MINIMUM LOT WIDTH: 80 FEET
MINIMUM LOT AREA: 9080 SF

2. SINGLE FAMILY RESIDENTIAL AREA "B" - 80' x 137.50' LOT
LOTS 1-6, 17-18, 27-30, 33-42, 47-68
*DRIVEWAYS FOR LOTS 6, 17-18, 30, 33, 42, 47, & 53-54
SHALL NOT CONNECT TO LAKELAND TRACE.
BUILDING SETBACKS:
FRONT SETBACK: 25 FEET
FRONT PORCH ENCROACHMENT: 4 FEET
SIDE YARD SETBACK: 5 FEET (SUM OF 10 FEET)
REAR YARD SETBACK: 20 FEET
MINIMUM LOT WIDTH: 80 FEET
MINIMUM LOT AREA: 11,000 SF

3. SINGLE FAMILY RESIDENTIAL AREA "C" - 80' x 118.5' LOT
LOTS 7-16, 19-26, 31-32, & 43-46
BUILDING SETBACKS:
FRONT SETBACK: 15 FEET
FRONT PORCH ENCROACHMENT: 4 FEET
SIDE YARD SETBACK: 5 FEET (SUM OF 10 FEET)
REAR YARD SETBACK: 20 FEET
MINIMUM LOT WIDTH: 80 FEET
MINIMUM LOT AREA: 9,480 SF

4. SINGLE FAMILY RESIDENTIAL AREA "D" - 125' x 130' LOT
LOTS 118-119
BUILDING SETBACKS:
FRONT SETBACK: 30 FEET
FRONT PORCH ENCROACHMENT: 4 FEET
SIDE YARD SETBACK: 10 FEET (SUM OF 20 FEET)
REAR YARD SETBACK: 25 FEET
MINIMUM LOT WIDTH: 125 FEET
MINIMUM LOT AREA: 16,250 SF

VI. TRAFFIC AND CIRCULATION

A. A TRAFFIC STUDY SHALL BE REQUIRED FOR EQUESTRIA TO DETERMINE IF ANY TRAFFIC CALMING MEASURES ARE REQUIRED FOR LAKELAND TRACE. NO SPEED BUMPS PERMITTED.

VII. LEGAL DESCRIPTION

EXISTING ZONING: AG - AGRICULTURE
PROPOSED ZONING: PLANNED RESIDENTIAL DEVELOPMENT

DESCRIPTION OF THE GARY W. TAYLOR, TRUSTEE PROPERTY RECORDED IN INST. NO. 07080671, AND THE GARY W. TAYLOR, TRUSTEE PROPERTY RECORDED IN INST. NO. 06205693, AND THE GARY W. TAYLOR, TRUSTEE PROPERTY RECORDED IN INST. NO. 05068629, AND THE GARY W. TAYLOR, TRUSTEE PROPERTY RECORDED IN INST. NO. 06205697 (BEING CUMBERLAND SUBDIVISION, P.B. 138, PG. 78, LOT 1), AND THE GARY W. TAYLOR, TRUSTEE PROPERTY RECORDED IN INST. NO. 06205695 (BEING CUMBERLAND SUBDIVISION, P.B. 138, PG. 78, LOT 2), BEING LOCATED IN LAKELAND, SHELBY COUNTY, TENNESSEE:

BEGINNING AT A FOUND 1/2" REBAR AT THE WESTERNMOST NORTHWEST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 06205693, SAID POINT BEING THE SOUTHEAST CORNER OF THE SCOTT WOODWARD PAUL AND KAREN E. PAUL PROPERTY RECORDED IN INST. NO. 13045521 AND THE NORTHEAST CORNER OF THE GROVE AT LAKELAND, C.O.S.G., RECORDED IN SOL. 235, PG. 40; THENCE NORTH 68 DEGREES 45 MINUTES 03 SECONDS EAST ALONG A NORTHWEST LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205693 AND WITH THE DAVID W. CARTER AND WIFE, HATTIE M. CARTER PROPERTY RECORDED IN INST. NO. 0219777 AND WITH THE DINH LE AND PHUONG H. TO PROPERTY RECORDED IN INST. NO. 20139657, PASSING A FOUND 1/2" REBAR AT 221.39 FEET AND CONTINUING ON FOR A TOTAL DISTANCE OF 369.00 FEET TO A SET 1/2" REBAR WITH PLASTIC CAP (#1677); THENCE NORTH 68 DEGREES 53 MINUTES 18 SECONDS EAST CONTINUING ALONG A NORTHWEST LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205693 AND WITH SAID PROPERTY RECORDED IN INST. NO. 20139657 AND WITH THE RICHARD CLAUDE HOGAN, JR. PROPERTY RECORDED IN INST. NO. 21084971, 293.57 FEET TO A FOUND 1/2" REBAR WITH PLASTIC CAP (#1701), SAID POINT BEING THE SOUTHEAST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 21084971 AND THE SOUTHWEST CORNER OF THE SWAZOO CLAYBORN, JR. AND WIFE LAYONNE P. CLAYBORN PROPERTY RECORDED IN INST. NO. 02135448; THENCE SOUTH 88 DEGREES 26 MINUTES 14 SECONDS EAST ALONG A NORTH LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205693 AND WITH SAID PROPERTY RECORDED IN INST. NO. 02135448, 201.07 FEET TO A FOUND 1/2" REBAR WITH PLASTIC CAP (#1701), SAID POINT BEING THE SOUTHEAST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 02135448 AND THE SOUTHWEST CORNER OF THE GARY W. TAYLOR, TRUSTEE PROPERTY RECORDED IN INST. NO. 06205695; THENCE NORTH 01 DEGREES 54 MINUTES 12 SECONDS EAST ALONG THE WEST LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205695 AND WITH SAID PROPERTY RECORDED IN INST. NO. 02135448, 891.49 FEET TO A FOUND 1/2" REBAR AT THE NORTHWEST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 06205693, SAID POINT BEING THE CENTERLINE OF EXISTING PAVEMENT OF SAID MEMPHIS-ARLINGTON ROAD AND ALONG THE NORTH LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205693 AND ALONG THE NORTH LINE OF SAID PROPERTY RECORDED IN INST. NO. 05068629 THE FOLLOWING CALLS: NORTH 83 DEGREES 25 MINUTES 47 SECONDS EAST, 216.76 FEET TO A POINT; ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 600.00 FEET, AN ARC LENGTH OF 66.21 FEET, A CHORD BEARING OF NORTH 86 DEGREES 35 MINUTES 33 SECONDS EAST, AND A CHORD DISTANCE OF 66.21 FEET TO A FOUND COTTON PICKER SPINDLE, SAID POINT BEING THE NORTHEAST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 05068629 AND THE NORTHWEST CORNER OF THE DAVID E. GAINES AND MARILY H. GAINES, TRUSTEES PROPERTY RECORDED IN INST. NO. 14087906; THENCE SOUTH 03 DEGREES 54 MINUTES 18 SECONDS WEST ALONG THE EAST LINE OF SAID PROPERTY RECORDED IN INST. NO. 05068629 AND WITH SAID PROPERTY RECORDED IN INST. NO. 14087906, 770.10 FEET TO A FOUND 1 1/2" IRON PIPE AT THE SOUTHEAST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 05068629, SAID POINT BEING A NORTHEAST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 06205693; THENCE SOUTH 03 DEGREES 53 MINUTES 30 SECONDS WEST ALONG AN EAST LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205693 AND WITH SAID PROPERTY RECORDED IN INST. NO. 14087906, PASSING A FOUND 2" IRON PIPE AT 100.73 FEET, AND CONTINUING ON FOR A TOTAL DISTANCE OF 567.92 FEET TO A FOUND 1" PINCH PIPE, SAID POINT BEING A NORTHEAST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 06205693 AND THE NORTHWEST CORNER OF OAKWOOD GROVE SUBDIVISION, PHASE I, LOT 16 RECORDED IN P.B. 273, PG. 20; THENCE ALONG THE EAST LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205693 AND ALONG THE WEST LINE OF SAID OAKWOOD GROVE SUBDIVISION, PHASE I, THE FOLLOWING CALLS: SOUTH 03 DEGREES 39 MINUTES 21 SECONDS WEST, PASSING A FOUND 1/2" REBAR AT 430.36 FEET, PASSING ANOTHER FOUND 1/2" REBAR AT 812.25 FEET, AND CONTINUING ON FOR A TOTAL DISTANCE OF 848.90 FEET TO A FOUND 1/2" REBAR, SOUTH 00 DEGREES 08 MINUTES 36 SECONDS EAST, 300.42 FEET TO A FOUND CHISEL MARK IN A NORTH LINE OF MAPLE WALK DRIVE (31' R.O.W.); THENCE IN A SOUTHWESTWARDLY DIRECTION WITH SAID MAPLE WALK DRIVE THE FOLLOWING CALLS: SOUTH 89 DEGREES 46 MINUTES 37 SECONDS WEST, 80.88 FEET TO A POINT; ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 965.50 FEET, AN ARC LENGTH OF 775.02 FEET, A CHORD BEARING OF SOUTH 66 DEGREES 46 MINUTES 51 SECONDS WEST, AND A CHORD DISTANCE OF 754.38 FEET TO A FOUND CHISEL MARK, SAID POINT BEING THE SOUTHWEST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 07080671 AND THE SOUTHEAST CORNER OF SAID GROVE AT LAKELAND, LOT 113; THENCE NORTH 46 DEGREES 11 MINUTES 36 SECONDS WEST ALONG THE WEST LINE OF SAID PROPERTY RECORDED IN INST. NO. 07080671 AND WITH SAID THE GROVE AT LAKELAND, LOT 113, 151.58 FEET TO A FOUND 1/2" REBAR WITH PLASTIC CAP (#2135), SAID POINT BEING THE NORTHWEST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 07080671, THE NORTHEAST CORNER OF SAID THE GROVE AT LAKELAND, C.O.S.G., AND IN A SOUTH LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205693; THENCE NORTH 88 DEGREES 12 MINUTES 02 SECONDS WEST ALONG A SOUTH LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205693, WITH SAID THE GROVE AT LAKELAND, C.O.S.G., AND WITH THE NORTH LINE OF SAID THE GROVE AT LAKELAND, LOT 98, 998.88 FEET TO A FOUND 2-1/2" IRON PIPE, SAID POINT BEING THE NORTHERNMOST SOUTHWEST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 06205693 AND IN AN EAST LINE OF SAID THE GROVE AT LAKELAND; THENCE NORTH 04 DEGREES 37 MINUTES 37 SECONDS EAST ALONG THE WEST LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205693 AND WITH SAID EAST LINE OF SAID THE GROVE AT LAKELAND, 1880.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 86.36 ACRES OF LAND.



Engineering | Planning | Surveying



EQUESTRIA

LAKELAND, TN



PREPARED BY:	RENAISSANCE DESIGN STUDIO, LLC. 3157 HIGHWAY 64 - SUITE 200 EADS, TN 38028 901.466.4104 WWW.RENAISSANCE-COMPANY.COM
DRAWN BY:	C. HARDWICK, E.I.
DATE:	10/03/2023
SHEET #:	3 OF 3
SCALE:	N/A

General Statement

Existing Zoning: AG - Agriculture

Proposed Zoning: Planned Residential Development

Equestria is an 86.36-acre planned residential development located in Lakeland, Tennessee on the south side of Memphis Arlington Road and west of Chambers Chapel Road. The 119-lot residential development is immediately adjacent to the grove at Lakeland P.D. to the west and the Levitt and Sons property on the east. In keeping with the intent of conservation design, attention and sensitivity have been given to natural features such as vegetation, water bodies, and topography. These features are major elements of the neighborhood and have been maintained where feasible. The design of the development has taken into account the connectivity of roadways and open space with the adjacent approved development, The Grove at Lakeland P.D., and future adjacent developments. 15.19 acres of the total site will be placed in conservation easements where no future development can occur, therefore preserving the natural resources of the land. The Equestria Planned Development (PD) is a suburban neighborhood that incorporates elements of its previous use as a horse farm into the common open space and conservation areas. Continuous green space connects the development throughout its boundary and ties to adjacent open spaces and future developments. The property will be divided into two areas.

Area 1 is a 7.40-acre residential out parcel. 0.24 acres (34' from centerline) of right-of-way for Memphis Arlington Road will be dedicated as part of this plan. There is also a 50' conservation easement along the road frontage of area 1. This area is entitled to one home. A separate PDP shall be submitted for this area if any development is proposed in the future.

Area 2 is a 78.96-acre parcel that will include 119 residential lots and common open spaces.

Legal Description

Description of the Gary W. Taylor, trustee property recorded in Inst. No. 07080671, and the Gary W. Taylor, trustee property recorded in Inst. No. 06205693, and the Gary W. Taylor property recorded in Inst. No. 05068629, and the Gary W. Taylor, trustee property recorded in inst. No. 06205697 (being Cumberland subdivision, P.B. 138, PG. 78, lot 1), and the Gary W. Taylor, trustee property recorded in Inst. No. 06205695 (being Cumberland Subdivision, P.B. 138, PG. 78, lot 2), being located in Lakeland, Shelby county, Tennessee: Beginning at a found 1/2" rebar at the westernmost northwest corner of said property recorded in inst. No. 06205693, said point being the southeast corner of the Scott Woodward Paul and Karen E. Paul property recorded in Inst. No. 13045521 and the northeast corner of The Grove at Lakeland, C.O.S. A, recorded in P.B. 235, pg. 40; thence north 68 degrees 45 minutes 03 seconds east along a northwest line of said property recorded in inst. No. 06205693 and with the David W. Carter and wife, Hattie M. Carter property recorded in inst. No. 02109777 and with the Dinh Le and Phuong H. To property recorded in inst. No. 20139657, passing a found 1/2" rebar at 221.39 feet and continuing on for a total distance of 369.00 feet to a set 1/2" rebar with plastic cap (#1677); thence north 68 degrees 53 minutes 18 seconds east continuing along a northwest line of said property recorded in inst. No. 06205693 and with said property recorded in Inst. No. 20139657 and with the Richard Claude Hogan, Jr. Property recorded in Inst. No. 21084971, 293.57 feet to a found 1/2" rebar with plastic cap (#1701), said point being the southeast corner of said property recorded in Inst. No. 21084971 and the southwest corner of the Swazoo Clayborn, Jr. And wife Lavonne P. Claybon property recorded in Inst. No. 02135448; thence south 88 degrees 26 minutes 14 seconds east along a north line of said property recorded in Inst. No. 06205693 and with said property recorded in Inst. No. 02135448, 201.07 feet to a found 1/2" rebar with plastic cap (#1701), said point being the southeast corner of said property recorded in Inst. No. 02135448 and the southwest corner of the Gary W. Taylor, trustee property recorded in Inst. No. 06205695; thence north 01 degrees 54 minutes 12 seconds east along the west line of said property recorded in Inst. No. 06205695 and with said property recorded in Inst. No. 02135448, 891.49 feet to a found 1/2" rebar at the northwest corner of said property recorded in Inst. No. 06205695, said point being in the south line of Memphis-Arlington Road (R.O.W. varies - public); thence north 83 degrees 24 minutes 23 seconds east along the south line of said Memphis-Arlington Road and along the north line of said property recorded in Inst. No. 06205695 and along the north line of said property recorded in Inst. No. 06205697, 205.70 feet to a found 1/2" rebar at the northeast corner of said property and in an east line of said property recorded in Inst. No. 06205693; thence north 02 degrees 01 minutes 20 seconds east along an east line of said property recorded in Inst. No. 06205693, 30.34 feet to a point in the centerline of existing pavement of said Memphis-Arlington Road, said point being a northwest corner of said property recorded in Inst. No. 06205693; thence along the centerline of existing pavement of said Memphis-Arlington Road and along the north line of said property recorded in Inst. No. 06205693 and along the north line of said property recorded in Inst. No. 05068629 the following calls: north 83 degrees 25 minutes 47 seconds east, 216.76 feet to a point; along a tangent curve to the right with a radius of 600.00 feet, an arc length of 66.25 feet, a chord bearing of north 86 degrees 35 minutes 33 seconds east, and a chord distance of 66.21 feet to a found cotton picker spindle, said point being the northeast corner of said property recorded in Inst. No. 05068629 and the northwest

corner of the David E. Gaines and Marily H. Gaines, trustees property recorded in Inst. No. 14087906; thence south 03 degrees 54 minutes 18 seconds west along the east line of said property recorded in Inst. No. 05068629 and with said property recorded in Inst. no. 14087906, 770.10 feet to a found 1 ½" iron pipe at the southeast corner of said property recorded in Inst. No. 05068629, said point being a northeast corner of said property recorded in Inst. No. 06205693; thence south 03 degrees 53 minutes 30 seconds west along an east line of said property recorded in Inst. No. 06205693 and with said property recorded in Inst. No. 14087906, passing a found axle at 919.99 feet and continuing on for a total distance of 973.14 feet to a set 1/2" rebar with plastic cap (OLLAR), said point being an internal corner of said property recorded in Inst. No. 06205693 and the southwest corner of said property recorded in Inst. No. 14087906; thence south 86 degrees 37 minutes 59 seconds east along a north line of said property recorded in Inst. No. 06205693 and with said property recorded in Inst. No. 14087906, passing a found 2" iron pipe at 100.73 feet, and continuing on for a total distance of 567.92 feet to a found 1" pinch pipe, said point being a northeast corner of said property recorded in Inst. No. 06205693 and the northwest corner of Oakwood Grove Subdivision, Phase 1, Lot 16 recorded in P.B. 273, pg. 20; thence along the east line of said property recorded in Inst. No. 06205693 and along the west line of said Oakwood Grove Subdivision, Phase 1, the following calls: south 03 degrees 39 minutes 21 seconds west, passing a found 1/2" rebar at 430.56 feet, passing another found 1/2" rebar at 812.25 feet, and continuing on for a total distance of 848.90 feet to a found 1/2" rebar; south 00 degrees 08 minutes 36 seconds east, 300.42 feet to a found chisel mark in a north line of maple walk drive (31' R.O.W.); thence in a southwestwardly direction with said maple walk drive the following calls: south 89 degrees 46 minutes 37 seconds west, 80.88 feet to a point; along a tangent curve to the left with a radius of 965.50 feet, an arc length of 775.02 feet, a chord bearing of south 66 degrees 46 minutes 51 seconds west, and a chord distance of 754.38 feet to a found chisel mark, said point being the southwest corner of said property recorded in Inst. No. 07080671 and the southeast corner of said The Grove at Lakeland, lot 113; thence north 46 degrees 11 minutes 36 seconds west along the west line of said property recorded in Inst. No. 07080671 and with said The Grove at Lakeland, Lot 113, 151.58 feet to a found 1/2" rebar with plastic cap (#2135), said point being the northwest corner of said property recorded in Inst. No. 07080671, the northeast corner of said The Grove at Lakeland, C.O.S. G, and in a south line of said property recorded in Inst. No. 06205693; thence north 88 degrees 12 minutes 02 seconds west along a south line of said property recorded in Inst. No. 06205693, with said the grove at Lakeland, C.O.S. G, and with the north line of said The Grove at Lakeland, lot 98, 998.88 feet to a found 2-1/2" iron pipe, said point being the northernmost southwest corner of said property recorded in Inst. No. 06205693 and in an east line of said The Grove at Lakeland; thence north 04 degrees 37 minutes 37 seconds east along the west line of said property recorded in Inst. No. 06205693 and with said east line of said The Grove at Lakeland, 1880.04 feet to THE POINT OF BEGINNING and containing 86.36 acres of land.

Relationship to the Comprehensive Plan

Equestria is in conformance with the Lakeland Comprehensive Land Use Plan approved in March of 2006. Approximately 4.19 acres (Lots 1 and 2 of Cumberland Subdivision) are currently designated as Ex-Urban Neighborhood, which supports Ex-Urban Neighborhood designation but with Conservation Overlay, dictating large areas of open space for passive recreation and preservation of natural resources. The remaining land falls within the Suburban Neighborhood locality with a Conservation Overlay. Suburban Neighborhood has maximum allowable density of 2.5 units per acre. While the maximum number of lots allowed under these designations is 195 residential lots, the Equestria Planned Development proposes only 119 lots within 86.36 acres, a density of 1.38 units per acre.

Relationship to the Parks Master Plan and Greenways Plan

In the current Parks Master Plan, there are no parks proposed in this area. There is a Conservation easement with a trail connection shown along Memphis Arlington Road but there is no physical land needed near this site, therefore payment in lieu of dedication is proposed.

Parkland Dedication Calculation: $D = L \times A \times P \times M$

D = Required Parkland Dedication in acres

L = Number of lots for development

A = Average Family Size for the City Based on U.S. Census 2020 (2.83)

P = Parkland ratio of 0.010

M = Density Multiplier (86.36 acres/119 lots = 0.70 or Multiplier of 1.12)

Required - 3.77 Acres = $119 \text{ lots} \times 2.83 \times 0.01 \times 1.12$

Provided – Payment in-lieu of dedication

Quantitative Data

A. Number of Lots: 119 Single Family Detached Residential Lots

B. Overall Density: 1.38 DU/ Acre

C. Total Site Area: 86.36 Acres

D. Residential Lot Area: 33.72 Acres - 39.05%

E. Road Dedication:

Memphis-Arlington Road 0.19 Acres - 0.22%

Interior Roads 11.35 Acres - 13.14%

Total Road Dedication 11.54 Acres - 13.36%

F. Common Open Space:

Conservation Easements 15.27 Acres - 17.68%

Detention Basins 3.42 Acres - 3.96%

Recreational Open Space 22.41 Acres - 29.95%

Total Common Open Space 41.10 Acres - 47.59%

G. Total Number of Lots directly abutting or facing Green Space: 76 (63.9% of all lots)

I. LAND USES PERMITTED

Uses permitted in accordance with r-2 medium density residential (suburban manor) in the city of Lakeland zoning ordinance:

1. Single family detached residential
2. Accessory buildings, as permitted by the city of Lakeland zoning ordinance
3. Home occupations
4. Parks/recreation
5. Private neighborhood clubhouse and/or pavilions
6. Private neighborhood clubhouse and/or pavilions

II. BULK REGULATIONS AND SIMILAR REQUIREMENTS

A. The following bulk regulations of the residential (r-2) suburban manor
Shall apply with the following exceptions:

1. Single family residential area "2-A" - 80' x 115.50' lot

Lots 67 -94, 98- 119

Building setbacks:

Front setback: 15 feet

Front setback for lots 93 & 98:20 feet along Ramblewood drive

Front porch encroachment: 4 feet

Side yard setback: 5 feet (sum of 10 feet)

Rear yard setback: 20 feet

Minimum lot width: 80 feet

Minimum lot area: 9080 sf

2. Single family residential area "2-B" - 90' x 137.50 lot

Lots 1-6, 16-17, 26-29, 32-40, 41, 46-66

*driveways for lots 6, 16-17, 26, 29, 32, 41, 46, & 52-53

Shall not connect to Lakeland Trace.

Building setbacks:

Front setback: 25 feet

Front porch encroachment: 4 feet

Side yard setback: 5 feet (sum of 10 feet)

Rear yard setback: 20 feet

Minimum lot width: 80 feet

Minimum lot area: 12,000 sf

3. Single family residential area "2-C" - 80' x 118.5' lot

Lots 7-15, 18-25, 30-31, & 42-45

Building setbacks:

Front setback: 15 feet

Front porch encroachment: 4 feet

Side yard setback: 10 feet (sum of 20 feet)

Rear yard setback: 20 feet

Minimum lot width: 80 feet

Minimum lot area: 9,480 sf

4. Single family residential area "2-D" - 80' x 123.5' lot

Lots 94-97

Building setbacks:

Front setback: 20 feet

Front porch encroachment: 4 feet

Side yard setback: 5 feet (sum of 20 feet)

Rear yard setback: 20 feet

Minimum lot width: 80 feet

Minimum lot area: 9,880 sf

III. DESIGN GUIDELINES

ARCHITECTURAL GUIDELINES

1. A homeowner's association architectural control committee (acc) shall be established. This committee, or their designated architect will review all proposed structures, site plans, building elevations, landscaping, and construction materials. The acc shall adhere to these design guidelines and the overall provisions of the PDP and subsequent development plans, which shall also be utilized by the City of Lakeland in the permit issuance process.

2. Setbacks are indicated in this outline plan. The acc or their designated architect reserves the right to absolute control of the precise site and location of any structure upon all parcels in accordance with The City of Lakeland design guidelines.

3. Home styles for this development shall stay consistent with French and European architecture. Details vary but French and European inspired homes are distinguished by their distinctive hipped roofs and flared eaves. Some of the features in these homes include, but are not limited to, brick and stone facades, hipped and arched-top dormers, multipaned windows using either square grids or diamond patterns, wood shutters, Iron balconies or terraces, decorative half-timbering, round towers, arched doorways, and decorative copper accented elements such as flashing, roof top finials and cupolas. Architecturally consistent porches are encouraged on front facades.

4. Homes built in Equestria planned residential development shall be in general compliance as to form, style, and architecture, but may deviate as to size, footprint, or decorative detailing, so long as otherwise compliant with the design guidelines herein.

5. Garages shall be reviewed based on the location, design, and orientation to the home. Although rear-load and side-load garages are preferred, front-load garages may be permissible if screened by an architectural Porte-cochere with review and approval.

6. Windows and doors shall be true divided-light windows or simulated divided-light windows, and they shall be required on all front elevations. All doors visible from the street shall be stain-grade wood or approved equal.

7. Roofing materials shall be at least 25-year architectural shingles in an approved color. Colors may vary but must be reviewed and approved.

8. Shutters, when used, shall be sized to cover the respective opening. Shutters shall be wood or synthetic to simulate wood and be painted or stained.

9. HVAC units, utility meters, pool equipment, connection boxes, etc. Shall be placed in rear or side yards out of the view for a public way, street, or front of the home. HVAC units shall be screened from the public view, where necessary, with landscaping or approved fencing/wall.

10. Pool houses, gazebos, cabanas, detached garages, and any and all outbuildings and detached structures shall be permitted only with full review and approval. All outbuildings must be constructed of the same building materials and detailing as the primary residence. All plans must be reviewed and approved by the acc and necessary governing bodies as required for construction permitting. Temporary, prefabricated, or Modular outbuildings shall not be permitted. Pool houses, garages, and other accessory structures shall utilize a design that is subordinate to, complementary to, and integral with the house design.

11. Accessory structures are permitted in accordance with the City of Lakeland Zoning regulations.

12. Landscape plans must be reviewed and approved by the acc or their designated architect. All landscaping must be completed within two (2) weeks of the completion of the house.

13. Trees - as a conservation overlay subdivision, trees are the development's most important attribute, and much attention has been given to this important natural resource during the design of the development. The protection and long-term maintenance of these trees is imperative to the successful future and natural beauty of this community. care and serious consideration must be given before the removal of any Trees in this development. After the initial construction of each house, any tree removal by the lot owner must receive prior approval in writing by the acc. The acc shall consult with a certified arborist when rendering decisions regarding tree removal requests. In addition, any tree removal or maintenance must conform to the City of Lakeland's Tree Management Ordinance.

14. Fencing for this development is unique to its architecture and the location of specific lots in their proximity to common areas. No fence shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line. All fences shall be constructed of cedar wood, masonry brick, a combination thereof, or ornamental iron. The fence on any lot facing a street must be either a 6-foot cedar capped wood fence or ornamental iron. Lots with rear yards adjacent to common areas must use ornamental iron fencing.

15. In-ground swimming pools are permissible with review and approval by the acc. Construction of the pool must not disturb neighbors' yards or property owned and/or maintained by the HOA. The use of a neighbor's yard for construction access is not permitted unless the neighbor has given written consent. The use of property owned and/or maintained by the HOA for construction access is not permitted, unless the Applicant requests a review and is granted written permission. If approved, the applicant must sign a waiver of damage and post a construction deposit for repairs of damage to property owned and/or maintained by the HOA.

16. Duplicate elevations within direct sight-line view of any similar elevations shall not be allowed in the Equestria PD.

B. LANDSCAPING AND SCREENING

1. Subdivision landscaping shall comply with the Lakeland design guidelines for landscaping and other applicable city regulations and shall be presented for Lakeland DRC final approval. Landscaping requirements may be further refined with the FDP. New waiver requests shall not be introduced with a FDP, but shall require a Preliminary Development Plan (PDP) amendment.

C. STREET TREE STANDARDS

1. Street trees shall be planted on all public streets within the development.
2. Street tree locations and species selection shall be in conformance with the city of Lakeland landscaping and screening requirements and tree species selection list.
3. Street trees located within cos shall be installed by the developer.
4. The HOA shall maintain all street trees within cos.
5. Street trees located on residential lots shall be installed by the builder as indicated on the detailed street tree plan in the PDP set. Maintenance, removal, and replacement of said street trees shall be the Responsibility of the lot owner.
6. The HOA will monitor and enforce maintenance and replacement of street trees.
7. The following standards apply to street tree plantings.
 - A. Minimum distance on center 15 feet
 - B. Typical distance on center 35 feet
 - C. Maximum distance on center 40 feet
 - D. Maximum distance from back of curb 14 feet
 - E. Minimum distance from sidewalk 5 feet
 - F. Minimum distance from driveways 5 feet
 - G. Minimum street tree easement 9 feet

D. SITE LIGHTING

No public or private street lighting is proposed within the Equestria Planned Residential Development.

E. SIGNS

Subdivision entry signs may be located at the intersection of Lakeland Trace and Memphis Arlington Road. Subdivision identification signs shall be permitted at the intersections of Lakeland Trace and Sholeh Lane,

Sholeah Lane and Ramblewood Drive, as well as Lakeland Trace and Ramblewood Drive. Subdivision entry signs shall have a minimum 10-foot setback, shall comply with the Lakeland sign regulations, and shall be presented for Lakeland DRC final approval. Masonry walls associated with entry features shall not exceed six (6) feet in height. Architectural/decorative elements associated with the entry feature shall not exceed eight (8) feet. The materials for the sign, base, wall, or other elements shall be constructed of any of the following elements: natural stone, stone veneer, brick masonry, and wood. A generalized location sketch for each sign is provided in the PDP set. A conceptual elevation is provided herein. Sign locations and designs may be further refined with the FDP. New waiver requests shall not be introduced with an FDP but shall require a PDP amendment.

F. FENCES AND WALLS

Subdivision fences and walls may be located throughout the Equestria Planned Residential Development. These fences and walls shall comply with the Lakeland design guidelines for fences and walls (title 14, chapter 7, fences and walls), and shall be presented for Lakeland DRC final approval. Masonry walls shall not at any point exceed six (6) feet in height. Privacy fences shall not at any point exceed six (6) feet in height. Masonry walls shall be constructed of any of the following elements: natural stone, stone veneer, and brick masonry with wood architectural elements. Privacy fences shall be constructed of cedar wood, masonry brick, a combination thereof, or ornamental iron. The fence on any lot facing a street must be either a 6-foot cedar capped wood or ornamental iron. A generalized location sketch and generalized rendering of each type of fence will be provided with the FDP. Fence and wall locations and designs may be further refined with the FDP. New waiver requests shall not be introduced with an FDP but shall require a PDP amendment.

G. IRRIGATION

A fully automated irrigation system shall be installed for all landscaped areas. This irrigation system shall comply with the Lakeland design guidelines for irrigation plans (title 14, chapter 9, Landscaping and Screening) and shall be presented for Lakeland DRC final approval.

IV. Roads, Access, Circulation and Design

A. Relationship to Major Road Plan

1. Equestria Planned Residential Development provides connectivity as proposed with the Major Roads Plan by extending Lakeland Trace from Maplewalk Drive to Memphis-Arlington Road. East-west connectivity is proposed with the continuation of Ramblewood Drive, from The Grove at Lakeland to the east property line of Equestria.
2. Memphis-Arlington Road shall be dedicated 34 feet from centerline to provide for one half of a 68-foot public Right-Of-Way (ROW) directly adjacent to development frontage with payment in lieu of improvements.

B. Access and Signalization

1. Major access will be provided via Lakeland Trace from Memphis Arlington Road and Maple Walk Drive. No signals will be necessary with the development of this subdivision.
2. Minor or local access will be provided via a Ramblewood Drive extension from the Grove at Lakeland P.D. and Bridle Grove.
3. Design of access points will be in accordance with the City of Lakeland Design Standards and approval of the City Engineer.

C. Public Road Standards

1. All internal streets shall be public and designated in accordance with the City of Lakeland Design Standards and subject to approval by the Lakeland City Engineer. See typical section for each R.O.W. type (note: utility easement is outside of right-of-way)

D. Connectivity

1. Lakeland Trace shall be extended from The Grove at Lakeland. P.D. north to Memphis-Arlington. Lakeland Trace shall be constructed from Memphis-Arlington to Ramblewood Drive during the initial phase of development.
2. A cul-de-sac will be installed at the terminus of existing Ramblewood Drive. Access east to west from the Oakwood Grove Subdivision will be provided on Fetlock Drive.
3. Internal circulation shall be provided between phases, sections, and/or lots depending upon the required vehicle pattern.

E. ROW and Vehicular Lane Widths

- a. **54' ROW** - Garnizon Cove, Garnizon Drive, Pommel Cove, Zeeba Drive,
- b. Bridle Grove, Ramblewood Drive, Sholehah Lane, and Nefison Drive
- c. **66' ROW** - Lakeland Trace

F. Pedestrian Access

1. Sidewalks are required in accordance with the City of Lakeland Subdivision Regulations.
2. A 10-foot wide asphalt public trail shall be constructed within the Conservation Easement located within the Memphis-Arlington Scenic Corridor. The design,

Equestria Planned Development
Outline Plan Conditions

construction, and maintenance shall be the responsibility of the developer and HOA.

3. A trail system shall be provided connecting to trails in adjacent neighborhoods and common open space in accordance with the Land Development Regulations.

G. Traffic Calming

1. A traffic circle will be installed at the intersection of Lakeland Trace and Maple Walk Drive.

V. Water, Sewer, and Drainage

- a. The proposed method of sewage disposal for this development will connect to an existing 10" sanitary sewer line beneath Maple Walk Drive.
- b. All sewers within the Equestria Planned Development shall be tied to the proposed public sewer. Existing private septic sewer systems and associated leach fields shall be demolished in accordance with the Health Department requirements.
- c. The proposed water line within the development will be connected to an existing water line in Memphis-Arlington Road, an existing water line beneath
 - a. Ramblewood Drive, an existing water line beneath Memphis-Arlington Road, and
 - b. an existing water line beneath Maple Walk Drive.
- d. The existing private water supply well, located within the Equestria Planned
 - a. Development, shall remain in place for possible use as the water source for
 - b. required irrigation.
- e. Drainage improvements, including on-site detention, shall be provided in
 - a. accordance with the City of Lakeland Stormwater Management Handbook and
 - b. subject to the review and approval of the City Engineer.
- f. Stormwater run-off shall utilize, to the extent possible, the natural drainage
 - a. patterns of the site. Where stormwater is directed into areas of COS and/or steps shall be taken to decrease velocities and detrimental effects to the natural
 - b. features. Methods shall be provided with the SDDP subject to the review and
 - c. approval of the City Engineer.
- g. See the Grading and Drainage Plan in the SDDP plan set for general location drainage structures. Detention calculations are provided in the SDDP documents
 - a. book.
- h. See Utilities Plan in the SDDP plan set for general location of sewer lines and
 - a. manholes.
- i. All electric shall be underground.
- j. All Grading, Drainage, and Sewer plans to be submitted and approved by the Engineer.
- k. The following note shall be placed on the final plat of any development requiring on-site stormwater detention facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or without first obtaining written permission from the City Engineer. The storm water detention systems located in these areas, except for those parts located in the public drainage easement, shall be owned and maintained by the Homeowners Association. such maintenance shall be performed so as to ensure that they operate in accordance with the approved plan on file in the City Engineer's Office. Such maintenance shall include, but not be limited to: removing sedimentation, fallen objects, debris, and trash; mowing; outlet cleaning; and repairing drainage structures.

VI. Protection of Natural Features

A. The existing natural resources on site include large areas of young, intermediate, and mature hardwood trees along with open fields. An existing pond will be preserved as a natural feature included in COS B. Tree protection fencing shall be installed prior to the commencement of construction activities. The natural features of the property have been incorporated into the design of the project with the use of conservation easements, common open spaces, and limited grading on lots. High value hardwood stands, and steep slopes are protected and remain intact in several locations by minimizing disturbance and incorporating them into open space areas. The result will be retention of habitat corridors, vegetative filters, retention of large woodland tracts, increased recreational opportunities, and a significant contribution to the green infrastructure for the City of Lakeland.

B. Stream Drainage Basin Calculations: See Condition IX. B

1. The Drainage Basin area leaving the site flowing north is less than 32 Ac.

C. Streamside Management Buffers: See Condition IX. B

D. Tree Density Calculations are provided on Sheet 38 in the SDDP Set.

E. Soils and Slope Analysis

The site is located in the Grenada-Memphis-Loring Association, which has gently sloping to strongly sloping, moderately well-drained, and well-drained silty soils on uplands. The site contains the following soil mapping units:

2% Calloway Silt Loam, nearly level to 1% slopes

5% Falaya Silt loam, nearly level to 2% slopes

40% Grenada silt loam, varies from 2-12% slopes

4% Grenada complex, varies from 5-12% slopes

4% Loring silt loam, varies from 5-12% slopes

45% Memphis silt loam, varies from 2-30

Existing Slope Ranges Percentage of Site

0% - 4.99% 25.4%

5% - 9.99% 33.4%

10% - 14.99% 24.9%

15% - 19.99% 10.7%

20% - 24.99% 3.5%

25% + 2.0%

F. Any specimen trees, wherein construction impact encroaches on more than 25% Critical Root Zone, shall be treated, with final approval by the Natural Resources by one of the following methods:

1. Removal and replacement according to the density tables in the Lakeland Management Ordinance.

2. Treatment by a Certified Arborist for construction impact mitigation with techniques such as root stimulator, growth regulator, root pruning, vertical mulching, etc.

3. Adjusting the grading plan to remove the construction impact from the Root Zone.

G. No development activities will be allowed between the "Limits of Grading" and side lot lines as designated on the Grading and Drainage Plan without permission

from the City of Lakeland. Development activities include grading, infrastructure, accessory buildings, and fencing.

H. Each builder must generate and provide a disturbance plan to be approved by the City of Lakeland before construction. Said lot disturbance plan shall include, at a minimum: lines and dimensions, building layout, driveway layout, limits of grading, tree protection practices, and existing trees to be removed and saved. Each building permit application shall be in accordance with the City of Lakeland Tree Management Ordinance.

I. Tree Protection

1. Tree removal during initial infrastructure improvements - tree protection measures will be in place in accordance with the approved tree management plan before any clearing, land disturbance, or construction activity begins will remain in place until all improvements are complete.
2. Tree removal during home construction - Each builder shall submit a lot disturbance plan to be approved by the City of Lakeland before house construction and conform to the requirements of the City of Lakeland Tree Management Ordinance.
3. Tree Removal on Owner-Occupied Lots -After initial construction of each house, any tree removal by the Lot owner must receive prior approval in writing by the Architectural Control Committee. The ACC shall consult with an International Society of Arboriculture (ISA) Certified Arborist when rendering decisions regarding tree removal requests. In addition, any tree removal or maintenance must conform to the City of Lakeland's Tree Management Ordinance.

VII. Expiration/Termination of the Outline Plan

A. In the event that approval of the first Final Development Plan (FDP) is not obtained for planned development within three (3) years of the approval of the Outline Plan by the Lakeland Board of Commissioners, the Outline Plan shall be deemed to have expired.

B. In the event that any portions of the Planned Development (PD) have not obtained FDP Approval after six (6) years from the date of the Board of Commissioners approval of the Outline Plan, the Outline Plan shall be deemed to have expired for those remaining portions of the PD.

C. Extension of completion period - Upon the request of the applicant and review recommendation of the Planning Commission, the Board of Commissioners may for a reasonable time, not to exceed one (1) year, the expiration date of the PD.

D. Notice of revocation - If an Outline Plan expires under the provisions of this Article, and the PD terminated, such designation shall be removed from the Official Zoning Map. The zoning regulations applicable before the development was approved shall then be in effect.

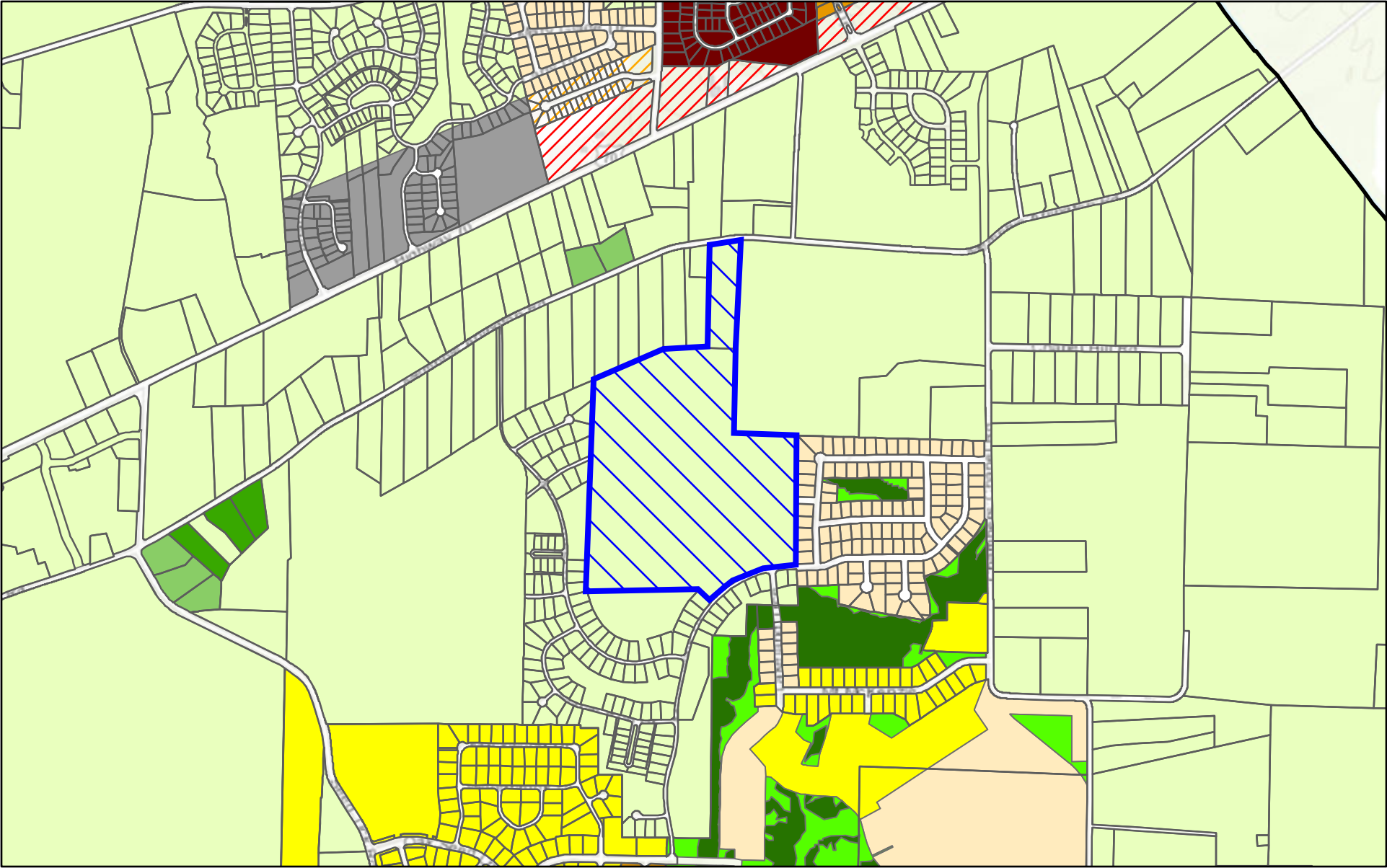
E. Amendments - Administrative minor revisions to plat documents are permitted in accordance with the subdivision regulations. Any other types of amendment to the Outline Plan or PDP/FDP shall approved by the Municipal Planning Commission (MPC) and Board of Commissioners through public meetings, with such meetings to require publication and mailing notice at least fifteen (15) days before the meeting(s).

VIII. Preliminary/Final Development Plan Deliverable Items

A Preliminary Development Plan (PDP) or Final Development Plan (FDP) shall be submitted to provide certain detailed documents not provided with the Outline Plan including:

1. Preliminary plat document for entire subdivision with first phase PDP or FDP
2. Tree Survey as required, including tree density calculations
3. Detailed street tree plan, including irrigation schematic
4. Covenants and Restrictions
5. With the first PDP, detailed grading plan that demonstrates why this level of grading is required to develop the site and shall minimize grading where possible throughout the site. Including but not limited to, considering preparing lots for non-slab-on-grade construction and incorporating other methods as needed.
6. Detailed drainage plan
7. Detailed design for sewer improvements
8. Materials lists for all building types
9. Design standards for residential structures
10. Maintenance, Management, and Funding Plan for all common elements
11. Streamside Management Buffer Plan
12. Detailed information on existing and proposed utilities, including the proposed upgrade to the existing overhead electric lines that run along Memphis-Arlington Road, and how this upgrade will minimize impact to the scenic corridor. Electric lines shall be buried if MLGW agreement is obtainable.

Equestria PD Outline Plan Zoning Map



- City Boundary

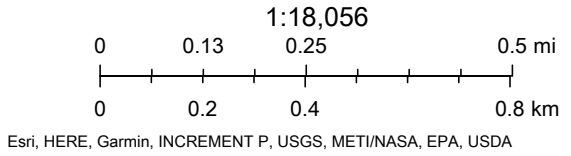
Parcel
- Zoning District

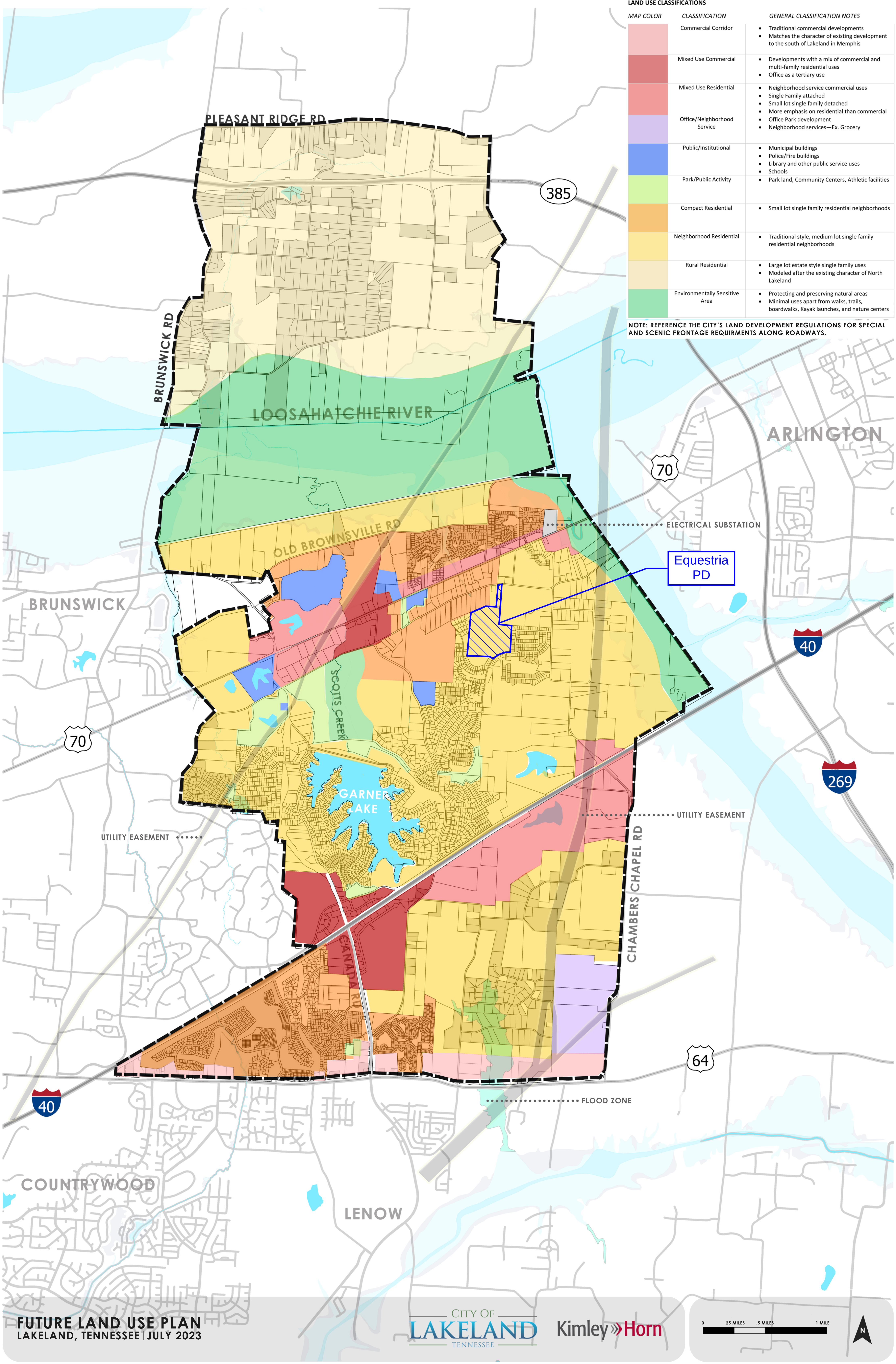
AG: Agriculture

C-1: Neighborhood Business
- R-1: Low Density Residential

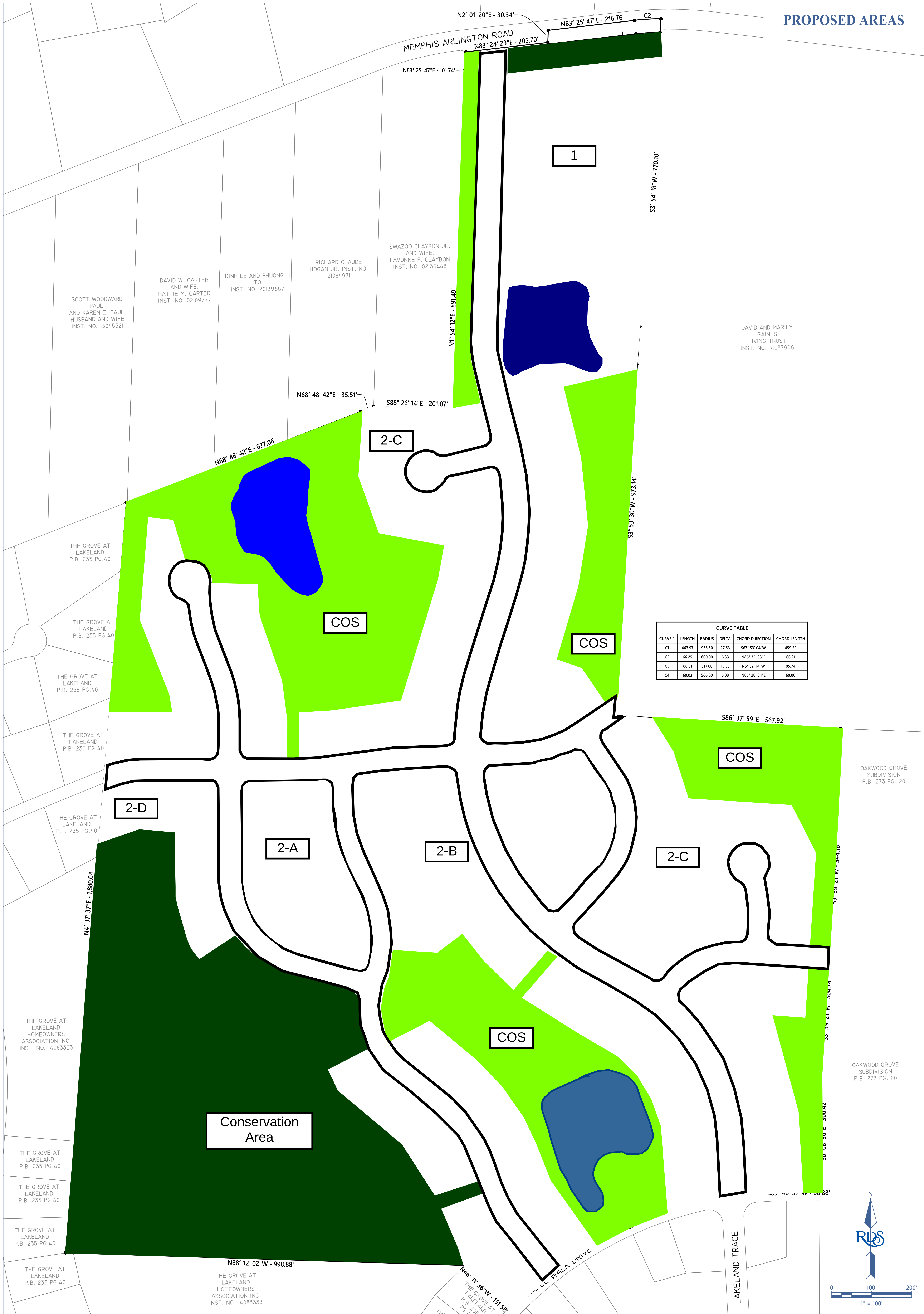
R-1 (PRD): Planned Low Density Residential

R-2: Medium Density Residential

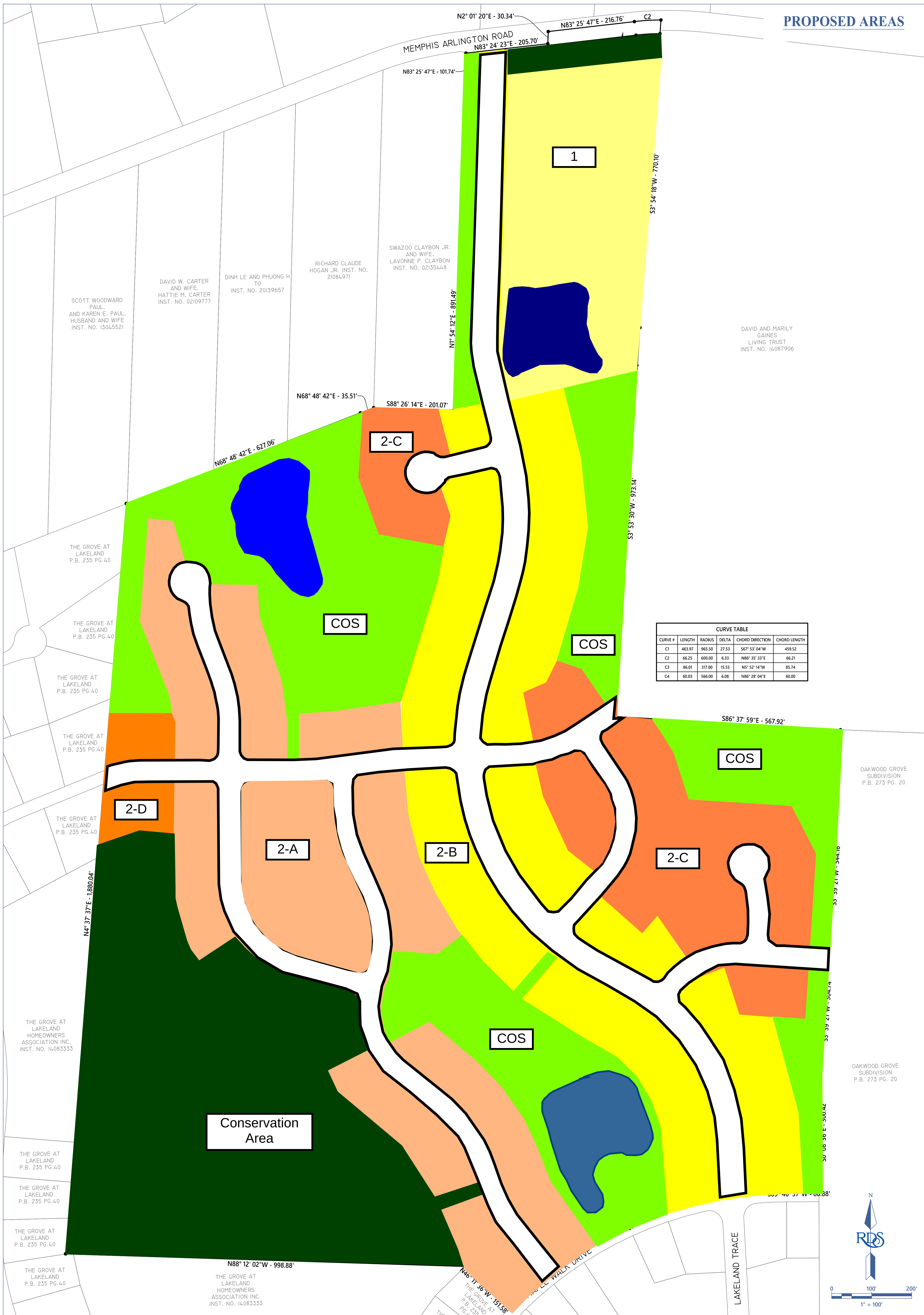




PROPOSED AREAS



PROPOSED AREAS



NEIGHBORHOOD RESIDENTIAL

**DRAFT DOCUMENT
SUBJECT TO CHANGE**

DESCRIPTION

The proposed Compact Residential land uses are located south of the Loosahatchie River. The goal of this designation is to expand upon the existing, medium density residential neighborhoods found today.

INTENT

- Encourage additional medium density, single family residential homes in line with the character of existing Lakeland neighborhoods

APPROPRIATE LAND USES

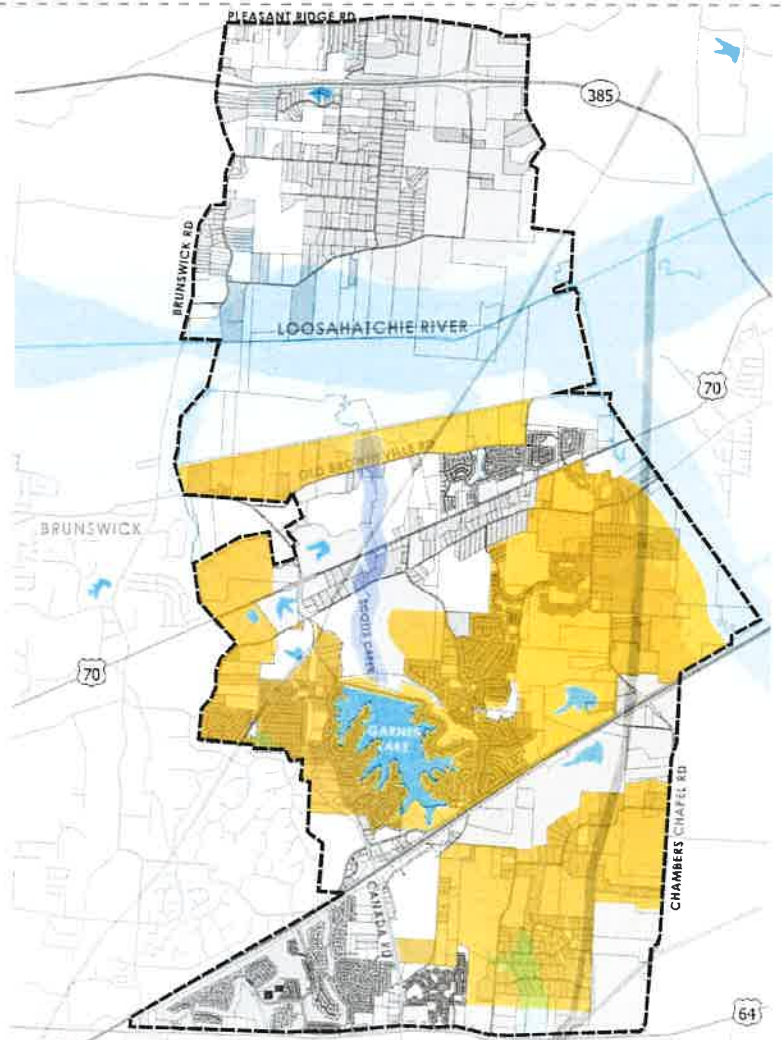
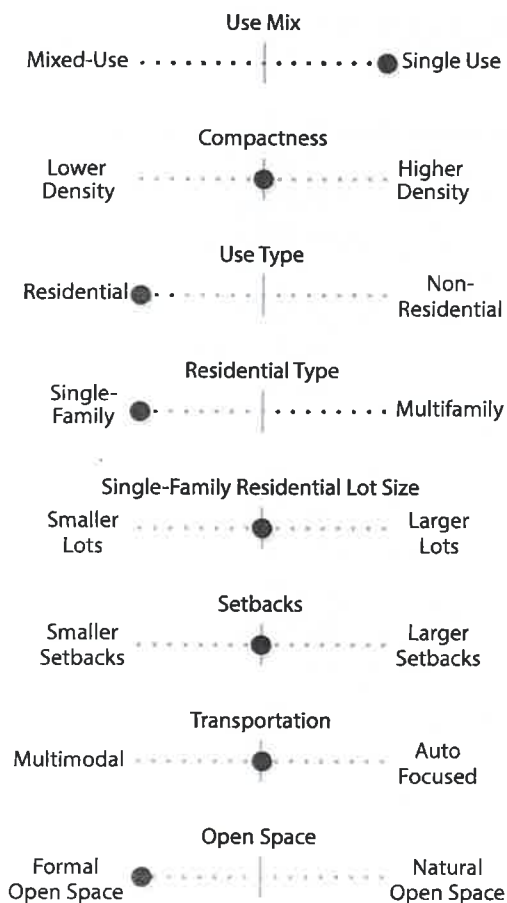
SINGLE-FAMILY MULTIFAMILY OFFICE COMMERCIAL INSTITUTIONAL LIGHT INDUSTRIAL

More Appropriate Uses



Less Appropriate Uses

CHARACTERISTICS



Meeting Cycle: Thursday, February 1, 2024

Subject: **Resolution** - approving the Ashmont Planned Development outline plan amendment.

Staff Contact: Paul Luker, Planning Director

STAFF RECOMMENDATION

The Municipal Planning Commission recommends approval with conditions.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

The Municipal Planning Commission (MPC) reviewed the application and heard comments from the applicant. Following discussion from the commissioners, the applicant withdrew his request concerning multifamily land uses in Area 1. The MPC recommended approval of the proposed area and technical amendments.

RESOLUTION R-7-2024

APPROVING THE ASHMONT PLANNED DEVELOPMENT OUTLINE PLAN
AMENDMENT

WHEREAS, On December 14, 2023, the City of Lakeland Municipal Planning Commission recommended approval of the Ashmont Planned Development Outline Plan Amendment with conditions:

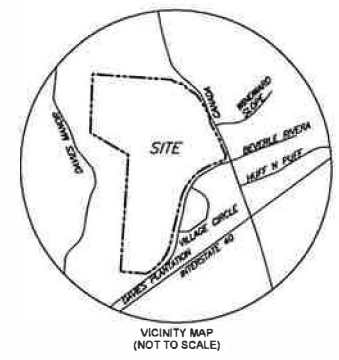
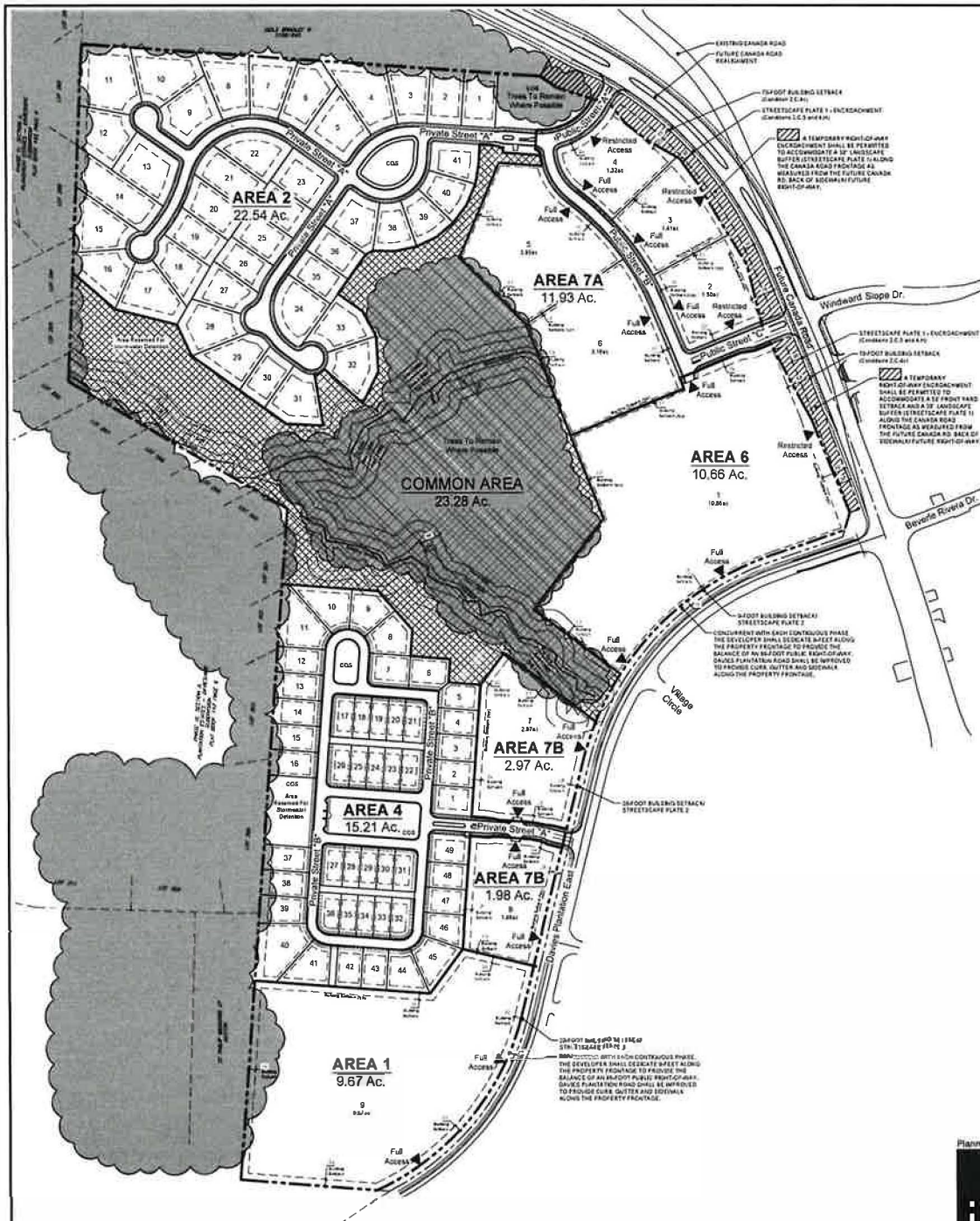
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Outline Plan Amendment is approved for the Ashmont Planned Development subject to the attached plan and conditions.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 1st day of February 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

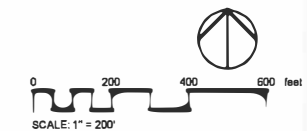
Cheyenne Carter
City Recorder



DEVELOPMENT DATA

Gross Land Area:	99.29-Acres/ 4,325,038.81sf
Right-of-Way Dedication:	1.04-Acres/ 45,434.57sf (Davies Plantation East)
Net Land Area:	98.25-Acres/ 4,279,604.34sf
Pending Acquisition: (Right-of-Way Agreement)	0.00-Acres/ 43,050.51sf (Canada Road)
Area 1 - C2 Regional Commercial:	9.67-Acres
Area 2 - R2 Suburban Manor:	22.54-Acres
Area 3 - (Omitted)	(Omitted)
Area 4 - Urban Estate:	15.21-Acres
Area 5 - (Omitted)	(Omitted)
Area 6 - C2 Regional Commercial:	10.66-Acres
Area 7A - C2 Regional Commercial:	11.93-Acres
Area 7B - C2 Regional Commercial:	4.95-Acres
Common Area/COS (Illustrated):	25.93-Acres/ 26%

**all acreages are approximate*



According to the Federal Emergency Management Agency's Flood Insurance Rate Map (FIRM), the property lies in zone x (areas determined to be outside the 0.2% annual chance floodplain) as identified in Community Panel Number 470402 0330 G map dated February 6, 2013.

Planning

ils

INTEGRATED LAND SOLUTIONS, P.L.L.C.
6057 Bentwood Cir. N., Calhoun, GA 30607
901.493.6996 coylebrady@gmail.com

DRAFT

Outline Plan, Amended

Ashmont Planned Development

Lakeland, Tennessee	Acreage: 99.29 Acres	Parcel # LD158 00395
Number of Lots: N/A		
Developer: Ashmont Developer, LLC Po Box 772806 Memphis, TN 38177	Surveyor: Harris & Assoc. Land Surveyors, LLC 554 Green Tree Cv., Ste. 102B Collierville, TN 38017	
December 2022	Scale: 1" = 200'	Sheet 1 of 8

ASHMONT PD CONDITIONS

BOC DRAFT_12-26-23

I. GENERAL INTENT

This Amended Outline Plan is intended to facilitate the design evolution of the previously approved Ashmont Planned Development (Resolution # R-43-2022). These conditions shall supersede the previously approved Outline Plan conditions. Where conflicts exist, these conditions apply. Where these conditions are silent on a particular provision, the previously approved outline plan conditions shall apply. Where these conditions and the previously approved outline plan conditions are silent on a particular matter, the City of Lakeland's Land Development Regulations adopted at the time of approval shall apply. Refer to the previously approved outline plan (Resolution # R-43-2022) for architectural guidelines.

The land use and bulk regulations prescribed herein are based upon the "Area" classifications defined and delineated by the previously approved outline plan with the following exceptions. Areas 3 and 5, and their associated regulatory provisions, have been omitted, the Area 2 entitlement has been expanded, and the Area 4 entitlement has been relocated to replace the original Area 3 designation.

The design for Single-Family homes and commercial areas shall follow the previously approved Single-Family Architectural Pattern Book and Commercial Architectural Pattern Book separately on file with the City of Lakeland's planning department.

Per resolution # R-43-2022, the following provisions of the Land Development Regulations shall not apply to any Area within the PD:

1. Maximum Building Coverage;
2. Maximum Impervious + Semi-Pervious Coverage;
3. Minimum Coverage of Front Property Line;
4. Minimum Principal Building Height;
5. Attached Garage Facade Proportion;
6. Facade Requirements, including Transparency, Cap & Base Types, Building Materials, and Building Variety;
7. Conservation Area Requirements (Article II., Section 11) of Lakeland's Land Development Regulations.

II. LAND USE and DEVELOPMENT REGULATIONS

- A. This subdivision is divided into five (5) delineated "Areas" previously classified by the approved outline plan with individual regulatory provisions prescribed for each.

(Areas 3 and 5 omitted)

Area 1: C2 - Regional Commercial District as modified;

Area 2: R2 - Suburban Manor District as modified;

Area 4: R4 - Urban Estate District as modified;

Area 6: C2 - Regional Commercial District as modified;

Area 7: C2 - Regional Commercial District as modified.

B. PERMITTED USES and DESIGN STANDARDS (where applicable)

All uses listed herein are defined by the City of Lakeland Land Development Regulations. Any use not specifically defined by the City's land Development Regulations shall be defined herein.

AREA 1: C2 - Regional Commercial District as modified.

- a. This area is intended to permit lodging and housing and residential uses, together with uses typically associated with senior living facilities as categorized in Article III, Section 2 of the Land Development Regulations.
- b. ALLOWABLE USES: Uses allowed within the C2 – Regional Commercial District to also include Independent Living, Assisted Living, Nursing Home, and on-site incidental services and amenities.

AREA 2: R2 - Suburban Manor District

- a. This area is intended to permit single-family residential as categorized in Article III, Section 2 of the Land Development Regulations.
- b. Single-family residential uses are permitted in accordance with the bulk regulations assigned herein.
- c. Design for Single-family homes shall follow the Single-Family Architectural Pattern Book as described in the approved Outline Plan Booklet, in lieu of the residential architectural guidelines in the Land Development Regulations.
- d. The proposed subdivision may be privatized at the developer's discretion, subject to all applicable regulations, and City Engineer approval.

AREA 4: R4 - Urban Estate District

- a. This area is intended to permit single-family residential as categorized in Article III, Section 2 of the Land Development Regulations.
- b. Single-family residential uses are permitted in accordance with the bulk regulations assigned herein.
- c. The design for Single-Family homes shall follow the Single-Family Architectural Pattern Book as described in the approved Outline Plan Booklet, in lieu of the residential architectural guidelines in the Land Development Regulations.
- d. Homes may be accessed from a street or alley. All alleys shall be private, owned and maintained by a homeowner's association.
- e. The proposed subdivision may be privatized at the developer's discretion, subject to all applicable regulations.

AREA 6 and 7A: C2 - Regional Commercial District

- a. This area is intended to permit conventional lodging, retail, service and office uses as categorized in Article III, Section 2 of the Land Development Regulations.
- b. ALLOWABLE USES: Hotel/Motel, Neighborhood Retail, General Retail, Large Scale Retail, Liquor Store, Neighborhood Personal Services, General Services, Regional Services, Child Day Care, Outdoor Entertainment, Neighborhood Office, General Office, Taproom/Brewery. Any use not explicitly listed shall be prohibited.
- c. Design for commercial areas shall follow the Commercial Architectural Pattern Book as described in the PD Booklet, in lieu of the non-residential architectural guidelines in the Land Development Regulations.

AREA 7B: C2 - Regional Commercial District

- a. This area is intended to permit conventional retail, service and office uses as categorized in Article III, Section 2 of the Land Development Regulations.
- b. ALLOWABLE USES: All uses permitted within The City of Lakeland's Land Development Regulations' C2 - Regional Commercial District excluding hotels/motels and all prohibited uses listed below.

PROHIBITED USES (ALL AREAS):

Pawn Shop, Smoke or Vape Shop, Outdoor Sales, Vehicular Services and Sales, Laundromat, Commercial Greenhouse or Nursery, Payday or Other Loan Establishment, Adult or Sexually Oriented Business, Tattoo Shop.

C. BULK REGULATIONS

1. AREA 1: C2 Regional Commercial District

- a. Minimum Lot Width: N/A
- b. Minimum Lot Size: N/A
- c. Building Setbacks:
 - Davies Plantation Rd: 20-feet
 - Internal Private Dr.: 10-feet
 - Side Yard (Adj. Properties): 20-feet
 - Rear Yard (Adj. Properties): 20-feet
- d. Maximum Building Height: 4-story

2. Area 2: R2 - Suburban Manor District

- a. Front load garages are prohibited. All garages shall be internal side load format.
- b. Minimum Lot Width: 90-feet (Lots 1-37)/ 75-feet (Lots 38-41)
- c. Minimum Lot Size: 13,500sf (Lots 1-37)/ 10,500sf (Lots 38-41)
- d. Building Setbacks:
 - Front Yard/Street Side: 25-feet

- Side Yard: 10-feet
- Rear Yard: 25-feet
- e. Maximum Building Height: 2-story

3. Area 4: R4 - Urban Estate District

- a. Front load garages are prohibited. All garages shall be rear (alley) load or side (perimeter) load format.
- b. Minimum Lot Width: 50-feet (Alley)/ 75-feet (Perimeter)
- c. Minimum Lot Size: 6,250sf (Alley)/ 9,000sf (Perimeter)
- d. Building Setbacks:
 - Front Yard/Street Side: 20-feet
 - Side Yard: 5-feet
 - Rear Yard (Alley): 18-feet
 - Rear Yard (Perimeter): 15-feet
- e. Maximum Building Height: 2-story

4. Areas 6 & 7: C2 - Regional Commercial District

- a. Minimum Lot Width: 50-feet
- b. Minimum Lot Size: N/A
- c. Building Setbacks:
 - Canada Rd*: 70-feet (Measured from back of FUTURE Canada Rd. sidewalk)
 - Davies Plantation Rd: 9-feet (Area 6)/ 20-feet (Area 7a/b)
 - Public Street "A & C": 20-feet
 - Public Street "B": 15-feet
 - Internal Private Dr.: 10-feet
 - Side Yard: 7.5-feet
 - Rear Yard: 7.5-feet
- d. Min. Bldg. Separation: 10-feet (detached only)
- e. Maximum Building Height:
 - Hotel: 5-story
 - All other uses: 2-story

5. Right of Way Encroachment.

- a. In an effort to establish a consistent streetscape and building pattern along Canada Road, the City of Lakeland shall allow encroachment within the Canada Road right-of-way to permit sidewalk, lighting, signage, and landscape related improvements within the current Canada Road right-of-way;
- b. Where applicable, all associated dimensions prescribed by the bulk regulations herein shall be measured from the future Canada Road realignment back of sidewalk.

III. ROADWAYS, ACCESS, and PARKING

A. Roadway Dedication and Improvements:

1. Canada Road: The developer shall not be responsible for dedication of right-of-way or improvements to existing or future Canada Road.
2. Davies Plantation Road: Concurrent with each contiguous phase, the developer shall dedicate 18-feet along the property frontage to provide the balance of an 86-foot public right-of-way. Davies Plantation Road will be improved to provide curb, gutter and sidewalk along the property frontage.
3. All internal public streets shall be dedicated to the City of Lakeland and improved in accordance with the street section provided herein, subject by approval of the City Engineer.
4. All private streets and alley shall be improved in accordance with the street section provided herein, subject by approval of the City Engineer.
5. All private streets and alleys shall be owned and maintained by an owners' association.

B. Access:

1. Refer to Sheet 1 of 6 for the general location of vehicular access with Area 1, Area 6, Area 7A, and Area 7B as described below. The access locations shown are conceptual and may be adjusted to work with final site plans of individual commercial lots.
2. A maximum of 4 curb cuts are allowed on Canada Road as generally illustrated.
3. A maximum of 2 curb cuts along Canada Road may be full-access and must be aligned with proposed Canada Road median openings. Any additional curb cuts may only be right-in/right-out.
4. A maximum of 6 curb cuts are allowed on Davies Plantation Road as generally illustrated. All curb cuts on Davies Plantation Road may be full access.
5. All corner radii at intersections of public streets within the development may be a minimum of 15' at the face of curb.
6. Residential lots within Area 2 shall be accessed from the public street.
7. Residential lots within Area 4 shall be accessed either from the public street or private alley.
8. In Areas 2 & 4, driveways may be a maximum of 18' wide at the curb.

9. In Areas 2 & 4, driveways shall not be closer than 10' from the end of radius of a public street intersection.
10. In Areas 1, 6, and 7, driveways shall not be closer than 50' from the end of radius of a public street intersection.

C. Parking and Loading:

1. Unless otherwise stated, parking and loading shall be provided in accordance with the City of Lakeland Land Development Regulations.
2. The specific type of Senior Living uses in Area 1 shall follow the parking regulations that correspond to the use category:
 - a. Independent Living: 1.25 spaces/studio unit, 1.5 spaces/1 bedroom unit, 1.75 spaces/2 bedroom unit;
 - b. Hospice/Assisted Living/Nursing Home: 0.25 spaces/bed and 1 space/employee.
3. The Planning Commission may approve a alternative parking requirement during Site Plan approval if justification based on industry standards is provided.
4. Head-in parking may be provided within any COS area directly off of the ROW of an interior public street in order to provide convenient resident access to common amenities.

IV. LANDSCAPE, SCREENING, AND COMMON OPEN SPACE

- A. A minimum (25%) of the net land (post dedications) of Ashmont PD area shall be reserved and designated as common area intended for tree preservation and/or passive recreational uses/amenity areas.
- B. In addition to the condition above, a minimum 20% of each commercial/office lot shall be reserved as green space. All pervious areas to include common lawns, landscape areas, streetscapes, bufferyards, etc shall qualify. Urban plazas and/or promenades may qualify when provided as a aesthetic element for the common enjoyment of patrons.
- C. Common Open Spaces areas shall be distributed throughout the residential portions of the planned development.
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- E. All designated common areas shall be owned and maintained by a Homeowners Association and/or Property Owners Association. At the time that the Phase 1 Final Plan is submitted, the articles of incorporation and bylaws of the Business and Homeowners Associations shall be submitted to staff for review.
- F. Common Area, as designated, is intended to preserve the existing tree canopy, wetlands, and associated vegetation to the most reasonable extent possible while also satisfying the City's Streamside Management Ordinance provisions. Permitted disturbance shall be limited to transitional grading and drainage improvements, stormwater detention facilities, and passive recreational uses only.

- G. The details and specifications for all Landscape Plates, including streetscapes and buffers provided herein supersede the Landscape Plates section of the Ashmont PD Outline Plan Booklet. All on-center tree spacing required by the Landscape Plates are approximate average spacing and may vary along any particular street frontage to work with building facade rhythm, lot layout, utilities, driveway locations, and pedestrian facilities.
- H. Streetscape Plate 1 shall be installed along the property's Canada Road frontage.
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- J. Streetscape Plate 3 shall be installed along the Public Street "A" frontages.
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- M. In Areas 6 & 7, a right-of-way encroachment shall be permitted in facilitation of the Canada Road Streetscape Plate as described.
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- O. All required landscaping shall not interfere with any utility easements and may be altered according to MLGW requirements, including utilization of trees with a smaller mature size than required underneath power lines.
- P. Through the Development Agreement process, the Developer may work with City staff to make Landscape Plate modifications.
- Q. Ashmont PD may utilize landscape features such as, but not limited to, masonry columns, icon markers, public art, rail, fencing, and ornamental metal fencing as additional streetscape features or entrance treatments at any entrance into the development or into an Area. Such features shall be submitted to the City with Final Plans.
- R. The parkland dedication requirements for Area 1 shall be determined with the site plan submittal.
- S. All retention ponds are required to have a fountain.
- T. Any walking trails proposed within designated Common Open Space areas shall be a minimum of 5' wide concrete.
- U. Unless otherwise specified, all plant material shall adhere to the minimum size criteria specified in the City of Lakeland's development regulations.

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- A. Signage shall be permitted in accordance with the City of Lakeland Sign Ordinance as modified herein.
- B. One (1) overall development identity ground sign shall be permitted at each public street entrance in to the development to meet the requirements of the Subdivision Entry Sign. These overall development signs shall not count toward the signage allowed for any particular Area or parcel. The overall development identity ground signs shall be submitted to the City with Final Plans.

- C. Within Area 6, all single-occupant buildings and all tenants of a multi-occupant building are allowed a maximum of two wall signs, one facing the primary street frontage and the other facing the parking area entrance. If two wall signs are utilized, the total wall sign area allowed per building (by the Sign Ordinance) shall be calculated based on the linear feet of these two building facades.

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- A. A Master Sanitary Sewer Concept Plan shall be submitted at the time Phase One Plan is submitted for review and approval. The City of Lakeland will provide sewer service.
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- C. Sizes of sanitary sewer lines shall be determined at the time the final construction plans are submitted to the City Engineer.
- D. Sanitary Sewer Plans shall be submitted to the Tennessee Department of Environmental Quality (TDEQ) for written approval.
- E. All sanitary sewer located in a private drive or otherwise outside of a public right-of-way shall be within a public easement.

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- A. A Master Water Service Concept Plan shall be submitted at the time the Phase 1 Plan is submitted for review and approval. The City of Lakeland will provide public potable water service.
- B. Public water improvements shall be provided by the Developer under contract in accordance with MLGW standards.
- C. All water services located in a private drive or otherwise outside of public right-of-way shall be within a public easement.
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IX. DEVELOPMENT PHASING

- A. A Preliminary Phasing Plan for Ashmont PD is provided in the PD booklet. Phase boundaries are not required to follow Area boundaries.
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- C. The synchronization of Phases may be modified by the Developer at any time to allow for current and future market demands.
- D. A final site plan / plat for each phase shall be made in accordance with the City of Lakeland Land Development Regulations.

- E. Minor changes may occur with the final plans that do not require Board of Commissioners approval. Minor changes are as defined below:
1. Minor changes may include adjustments of lot lines and road or trail alignments within any phase or Area to work with final design and engineering. Lot lines may be added or deleted as a minor change, pursuant to the requirements below.
 2. Minor changes may not increase density within any Area, allow additional uses within any Area, or cause any Area line to shift by more than 75-feet.

Meeting Date: Thursday, December 14, 2023

Project: Ashmont PD Outline Plan Amendment

Staff Contact: Paul Luker, Planning Director

PROJECT INFORMATION

Location: 9640 Davies Plantation Road

Parcel ID: L0159 00395

Zoning District: C2-Regional Commercial

Site Area: 99.3 acres

Applicant: Vince Smith

Representative: Cory Brady (ils-Integrated Land Solutions, PLLC)

STAFF RECOMMENDATION

City Staff recommends approval of re-configured “use areas” and modifications to bulk, landscape and access conditions.

City staff recommends rejection of proposed amendment to “permitted uses and design standards” to allow multi-family uses.

BACKGROUND:

The Ashmont Planned Development located at the northwest corner of Davies Plantation Road and Canada Road was approved by the Board of Commissioners on June 9, 2022, via Resolution R-43-2022. Ashmont is a mixed-used development permitting commercial and residential uses. A Land Disturbance Permit has been approved allowing for the clearing and grading of the site, construction has not started. Construction can begin after the approval of a Preliminary Development Plan.

PROPOSED AMENDMENTS:

The applicant is requesting to re-configure some of the “Use Areas” along with modifications to the approved bulk, landscape and access conditions. In addition to the proposed amendments noted above, the applicant is also requesting to permit multi-family uses in Area 1. (see attachments)

ANALYSIS AND RECOMMENDATION:

Upon review by City Staff, the proposed amendments to re-configure some of the “Use Areas” along with modifications to the approved bulk, landscape and access conditions are minor in nature and do not change the intent or scope of the approved Outline Plan and are recommended for approval.

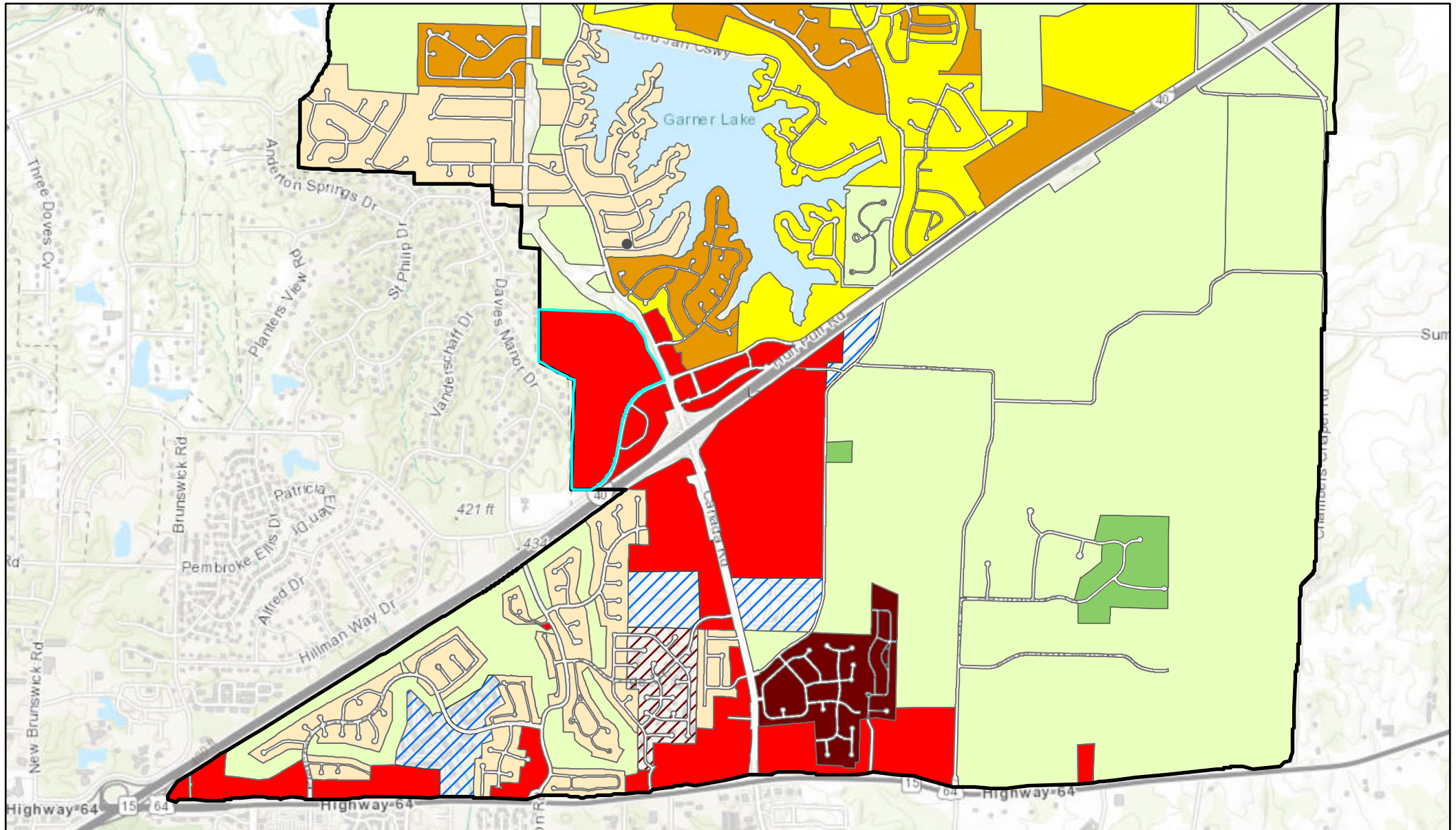
The current outline plan specifically permits independent senior living, assisted living and nursing home uses. These uses are similar to multi-family but are specifically tailored to an aging occupant. The residents of Lakeland are on record of their desire for Lakeland to be cautious about permitting too much multi-family housing without determining its impact on traffic, schools and crime. City Staff believes the proposed multi-family amendment can not be justified at this time as the Ashmont development was recently approved with a detailed set of approved land uses. Additionally, there is property in the area that is yet to be developed with approved multi-family uses.

City Staff recommends approval of the proposed amendments related to use areas, landscape and access conditions and recommends rejection of the multi-family amendment.

EXAMPLE MOTIONS

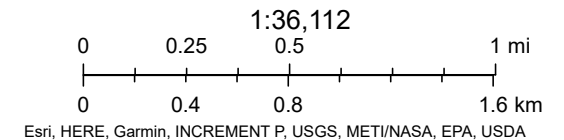
1. Motion to approve the Ashmont PD Outline Plan subject to the following conditions:
 - a. Conditions as determined by the Planning Commission
 - b. Conditions proposed by staff
2. Motion to approve the Ashmont PD Outline Plan without conditions.
3. Motion to deny the Ashmont PD Outline Plan application:
 - a. Reason for denial

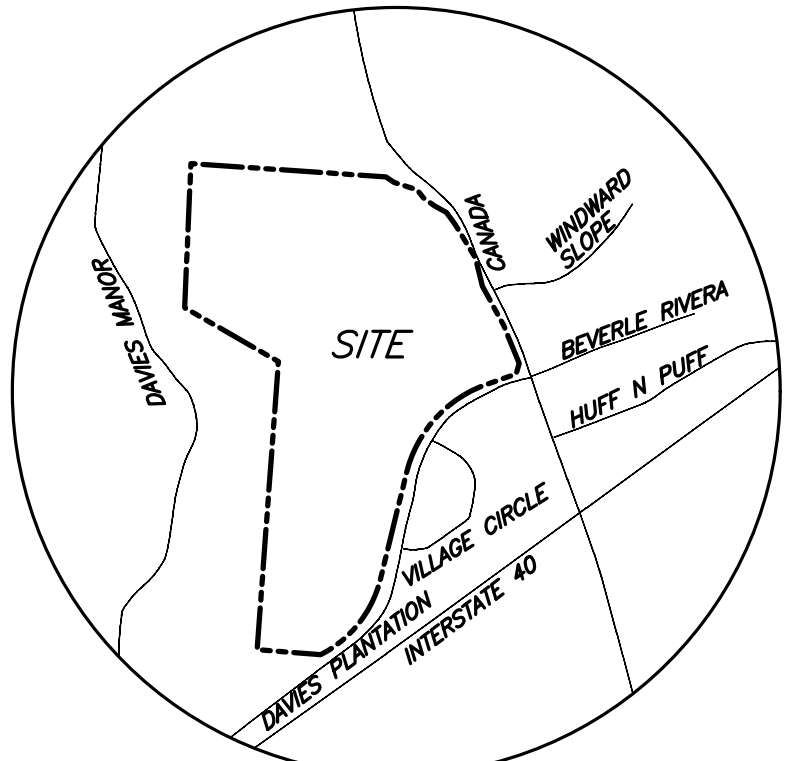
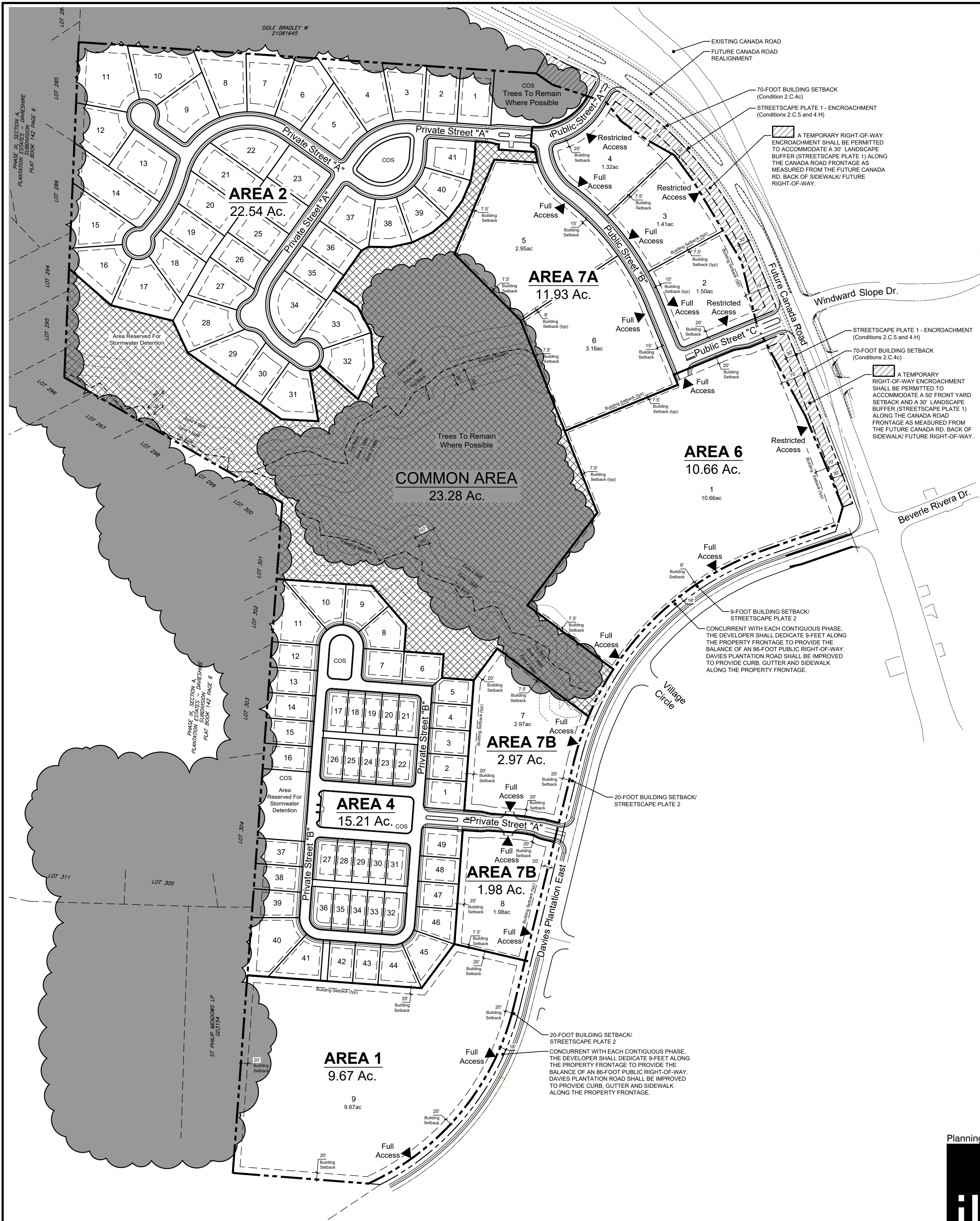
Ashmont Planned Development Zoning Map



12/6/2023, 8:31:14 AM

- | | | |
|-----------------------|--|---|
| City Boundary | R-1: Low Density Residential | R-2 (PRD): Planned Medium Density Residential |
| Zoning District | R-1 (PRD): Planned Low Density Residential | E-R: Estate Residential |
| AG: Agriculture | R-2: Medium Density Residential | M-R: Multiple Family Dwelling |
| C-2: General Business | R-2A: Alternate Medium Density Residential | |





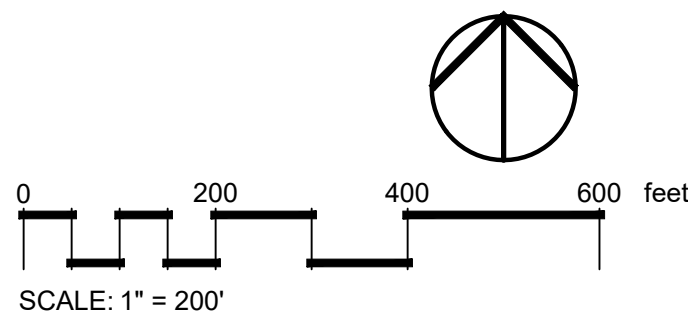
DEVELOPMENT DATA

Gross Land Area:	99.29-Acres/ 4,325,038.91sf
Right-of-Way Dedication:	1.04-Acres/ 45,434.57sf (Davies Plantation East)
Net Land Area:	98.25-Acres/ 4,279,604.34sf

Pending Acquisition: (Right-of-Way Agreement)	0.99-Acres/ 43,050.51sf (Canada Road)
--	--

Area 1 - C2 Regional Commercial:	9.67-Acres
Area 2 - R2 Suburban Manor:	22.54-Acres
Area 3 - (Omitted)	(Omitted)
Area 4 - Urban Estate:	15.21-Acres
Area 5 - (Omitted)	(Omitted)
Area 6 - C2 Regional Commercial:	10.66-Acres
Area 7A - C2 Regional Commercial:	11.93-Acres
Area 7B - C2 Regional Commercial:	4.95-Acres
Common Area/COS (illustrated):	25.93-Acres/ 26%

*all acreages are approximate



Planning:



INTEGRATED LAND SOLUTIONS, PLLC
9967 Bentwood Creek Cv. Collierville, Tn 38017
901.493.6996 corybrady@gmail.com

DRAFT

Outline Plan, Amended

Ashmont Planned Development

Lakeland, Tennessee		
Number of Lots: N/A	Acreage: 99.29 Acres	Parcel # L0159 00395
Developer: Ashmont Developer, LLC Po Box 772808 Memphis, Tn 38177	Surveyor: Harris & Assoc. Land Surveyors, LLC 554 Green Tree Cv., Ste. 102B Collierville, Tn 38017	
December 2023	Scale: 1" = 200'	Sheet 1 of 6

According to the Federal Emergency Managements Agency's Flood Insurance Rate Map (FIRM), this property lies in zone x (areas determined to be outside the 0.2% annual chance floodplain) as identified in Community Panel Number 470402 0330 G map dated February 6, 2013.

I. GENERAL INTENT

This Amended Outline Plan is intended to facilitate the design evolution of the previously approved Ashmont Planned Development (Resolution # R-43-2022). These conditions shall supersede the previously approved Outline Plan conditions. Where conflicts exist, these conditions apply. Where these conditions are silent on a particular provision, the previously approved outline plan conditions shall apply. Where these conditions and the previously approved outline plan conditions are silent on a particular matter, the City of Lakeland's Land Development Regulations adopted at the time of approval shall apply. Refer to the previously approved outline plan (Resolution # R-43-2022) for architectural guidelines.

The land use and bulk regulations prescribed herein are based upon the "Area" classifications defined and delineated by the previously approved outline plan with the following exceptions. Areas 3 and 5, and their associated regulatory provisions, have been omitted, the Area 2 entitlement has been expanded, and the Area 4 entitlement has been relocated to replace the original Area 3 designation.

The design for single-family homes and commercial areas shall follow the previously approved single-family architectural pattern book and commercial architectural pattern book separately on file with the City of Lakeland's planning department.

Per resolution # R-43-2022, the following provisions of the Land Development Regulations shall not apply to any Area within the PD:

- 1. Maximum Building Coverage;
- 2. Maximum Impervious + Semi-Pervious Coverage;
- 3. Minimum Coverage of Front Property Line;
- 4. Minimum Principal Building Height;
- 5. Attached Garage Facade Proportion;
- 6. Facade Requirements, including Transparency, Cap & Base Types, Building Materials, and Building Variety;
- 7. Conservation Area Requirements (Article II., Section 11) of Lakeland's Land Development Regulations.

II. LAND USE and DEVELOPMENT REGULATIONS

- A. This subdivision is divided into five (5) delineated "Areas" previously classified by the approved outline plan with individual regulatory provisions prescribed for each. (Areas 3 and 5 omitted)

Area 1: C2 - Regional Commercial District as modified;
Area 2: R2 - Suburban Manor District as modified;
Area 4: R4 - Urban Estate District as modified;
Area 6: C2 - Regional Commercial District as modified;
Area 7: C2 - Regional Commercial District as modified.

- B. PERMITTED USES and DESIGN STANDARDS (where applicable)

All uses listed herein are defined by the City of Lakeland Land Development Regulations. Any use not specifically defined by the City's land Development Regulations shall be defined herein.

AREA 1: C2 - Regional Commercial District as modified

- a. This area is intended to permit lodging and housing and residential uses (including multi-family), together with uses typically associated with senior living facilities as categorized in Article III, Section 2 of the Land Development Regulations.
- b. **ALLOWABLE USES:** Uses allowed within the C2 – Regional Commercial District to also include Independent Living, Assisted Living, Nursing Home, and on-site incidental services and amenities.

AREA 2: R2 - Suburban Manor District

- a. This area is intended to permit single-family residential as categorized in Article III, Section 2 of the Land Development Regulations.
- b. Single-family residential uses are permitted in accordance with the bulk regulations assigned herein.
- c. Design for Single-family homes shall follow the Single-Family Architectural Pattern Book as described in the approved Outline Plan Booklet, in lieu of the residential architectural guidelines in the Land Development Regulations.
- d. The proposed subdivision may be privatized at the developer's discretion, subject to all applicable regulations, and City Engineer approval.

AREA 4: R4 - Urban Estate District

- a. This area is intended to permit single-family residential as categorized in Article III, Section 2 of the Land Development Regulations.
- b. Single-family residential uses are permitted in accordance with the bulk regulations assigned herein.
- c. The design for Single-Family homes shall follow the Single-Family Architectural Pattern Book as described in the approved Outline Plan Booklet, in lieu of the residential architectural guidelines in the Land Development Regulations.
- d. Homes may be accessed from a street or alley. All alleys shall be private, owned and maintained by a homeowner's association.
- e. The proposed subdivision may be privatized at the developer's discretion, subject to all applicable regulations.

AREA 6 and 7A: C2 - Regional Commercial District

- a. This area is intended to permit conventional lodging, retail, service and office uses as categorized in Article III, Section 2 of the Land Development Regulations.
- b. **ALLOWABLE USES:** Hotel/Motel, Neighborhood Retail, General Retail, Large Scale Retail, Liquor Store, Neighborhood Personal Services, General Services, Regional Services, Child Day Care, Outdoor Entertainment, Neighborhood Office, General Office, Taproom/Brewery. Any use not explicitly listed shall be prohibited.
- c. Design for commercial areas shall follow the Commercial Architectural Pattern Book as described in the PD Booklet, in lieu of the non-residential architectural guidelines in the Land Development Regulations.

AREA 7B: C2 - Regional Commercial District

- a. This area is intended to permit conventional retail, service and office uses as categorized in Article III, Section 2 of the Land Development Regulations.
- b. **ALLOWABLE USES:** All uses permitted within The City of Lakeland's Land Development Regulations' C2 - Regional Commercial District excluding hotels/motels and all prohibited uses listed below.

PROHIBITED USES (ALL AREAS):

Pawn Shop, Smoke or Vape Shop, Outdoor Sales, Vehicular Services and Sales, Laundromat, Commercial Greenhouse or Nursery, Payday or Other Loan Establishment, Adult or Sexually Oriented Business, Tattoo Shop.

C. BULK REGULATIONS

1. AREA 1: C2 Regional Commercial District

- a. Minimum Lot Width: N/A
- b. Minimum Lot Size: N/A
- c. **Building Setbacks:**
 - Davies Plantation Rd: 20-feet
 - Internal Private Dr.: 10-feet
 - Side Yard (Adj. Properties): 20-feet
 - Rear Yard (Adj. Properties): 20-feet
- d. Maximum Building Height: 4-story

2. Area 2: R2 - Suburban Manor District

- a. Front load garages are prohibited. All garages shall be internal side load format.
- b. Minimum Lot Width: 90-feet (Lots 1-37)/ 75-feet (Lots 38-41)
- c. Minimum Lot Size: 13,500sf (Lots 1-37)/ 10,500sf (Lots 38-41)
- d. **Building Setbacks:**
 - Front Yard/Street Side: 25-feet
 - Side Yard: 10-feet
 - Rear Yard: 25-feet
- e. Maximum Building Height: 2-story

3. Area 4: R4 - Urban Estate District

- a. Front load garages are prohibited. All garages shall be rear (alley) load or side (perimeter) load format.
- b. Minimum Lot Width: 50-feet (Alley)/ 75-feet (Perimeter)
- c. Minimum Lot Size: 6,250sf (Alley)/ 9,000sf (Perimeter)
- d. **Building Setbacks:**
 - Front Yard/Street Side: 20-feet
 - Side Yard: 5-feet
 - Rear Yard (Alley): 18-feet
 - Rear Yard (Perimeter): 15-feet
- e. Maximum Building Height: 2-story

C. BULK REGULATIONS (Continued)

1. Areas 6 & 7: C2 - Regional Commercial District

- a. Minimum Lot Width: 50-feet
- b. Minimum Lot Size: N/A
- c. **Building Setbacks:**
 - Canada Rd*: 70-feet (Measured from back of FUTURE Canada Rd. sidewalk)
 - Davies Plantation Rd: 9-feet (Area 6)/ 20-feet (Area 7a/b)
 - Public Street "A & C": 20-feet
 - Public Street "B": 15-feet
 - Internal Private Dr.: 10-feet
 - Side Yard: 7.5-feet
 - Rear Yard: 7.5-feet
- d. Min. Bldg. Separation: 10-feet (detached only)
- e. Maximum Building Height:
 - Hotel: 5-story
 - All other uses: 2-story

- 5. Right of Way Encroachment.
 - a. In an effort to establish a consistent streetscape and building pattern along Canada Road, the City of Lakeland shall allow encroachment within the Canada Road right-of-way to permit sidewalk, lighting, signage, and landscape related improvements within the current Canada Road right-of-way;
 - b. Where applicable, all associated dimensions prescribed by the bulk regulations herein shall be measured from the future Canada Road realignment back of sidewalk.

III. ROADWAYS, ACCESS, and PARKING

- A. Roadway Dedication and Improvements:

- 1. Canada Road: The developer shall not be responsible for dedication of right-of-way or improvements to existing or future Canada Road.
- 2. Davies Plantation Road: Concurrent with each contiguous phase, the developer shall dedicate 18-feet along the property frontage to provide the balance of an 86-foot public right-of-way. Davies Plantation Road will be improved to provide curb, gutter and sidewalk along the property frontage.
- 3. All internal public streets shall be dedicated to the City of Lakeland and improved in accordance with the street section provided herein, subject by approval of the City Engineer.
- 4. All private streets and alley shall be improved in accordance with the street section provided herein, subject by approval of the City Engineer.
- 5. All private streets and alleys shall be owned and maintained by an owners' association.

- B. Access:

- 1. Refer to Sheet 1 of 6 for the general location of vehicular access with Area 1, Area 6, Area 7A, and Area 7B as described below. The access locations shown are conceptual and may be adjusted to work with final site plans of individual commercial lots.
- 2. A maximum of 4 curb cuts are allowed on Canada Road as generally illustrated.
- 3. A maximum of 2 curb cuts along Canada Road may be full-access and must be aligned with proposed Canada Road median openings. Any additional curb cuts may only be right-in/right-out.
- 4. A maximum of 6 curb cuts are allowed on Davies Plantation Road as generally illustrated. All curb cuts on Davies Plantation Road may be full access.
- 5. All corner radii at intersections of public streets within the development may be a minimum of 15' at the face of curb.
- 6. Residential lots within Area 2 shall be accessed from the public street.
- 7. Residential lots within Area 4 shall be accessed either from the public street or private alley.
- 8. In Areas 2 & 4, driveways may be a maximum of 18' wide at the curb.
- 9. In Areas 2 & 4, driveways shall not be closer than 10' from the end of radius of a public street intersection.
- 10. In Areas 1, 6, and 7, driveways shall not be closer than 50' from the end of radius of a public street intersection.

- C. Parking and Loading:

- 1. Unless otherwise stated, parking and loading shall be provided in accordance with the City of Lakeland Land Development Regulations.
- 2. The specific type of Senior Living uses in Area 1 shall follow the parking regulations that correspond to the use category:
 - a. Independent Living: 1.25 spaces/studio unit, 1.5 spaces/1 bedroom unit, 1.75 spaces/2 bedroom unit;
 - b. Hospice/Assisted Living/Nursing Home: 0.25 spaces/bed and 1 space/employee.
- 3. The Planning Commission may approve a alternative parking requirement during Site Plan approval if justification based on industry standards is provided.
- 4. Head-in parking may be provided within any COS area directly off of the ROW of an interior public street in order to provide convenient resident access to common amenities.

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Planning:



DRAFT

Outline Plan, Amended			
Ashmont Planned Development			
Lakeland, Tennessee			
Number of Lots: N/A		Acreage: 99.29 Acres	Parcel # L0159 00395
Developer: Ashmont Developer, LLC Po Box 772808 Memphis, Tn 38177		Surveyor: Harris & Assoc. Land Surveyors, LLC 554 Green Tree Cv., Ste. 102B Collierville, Tn 38017	
December 2023		Scale: None	Sheet 2 of 6

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Planning:

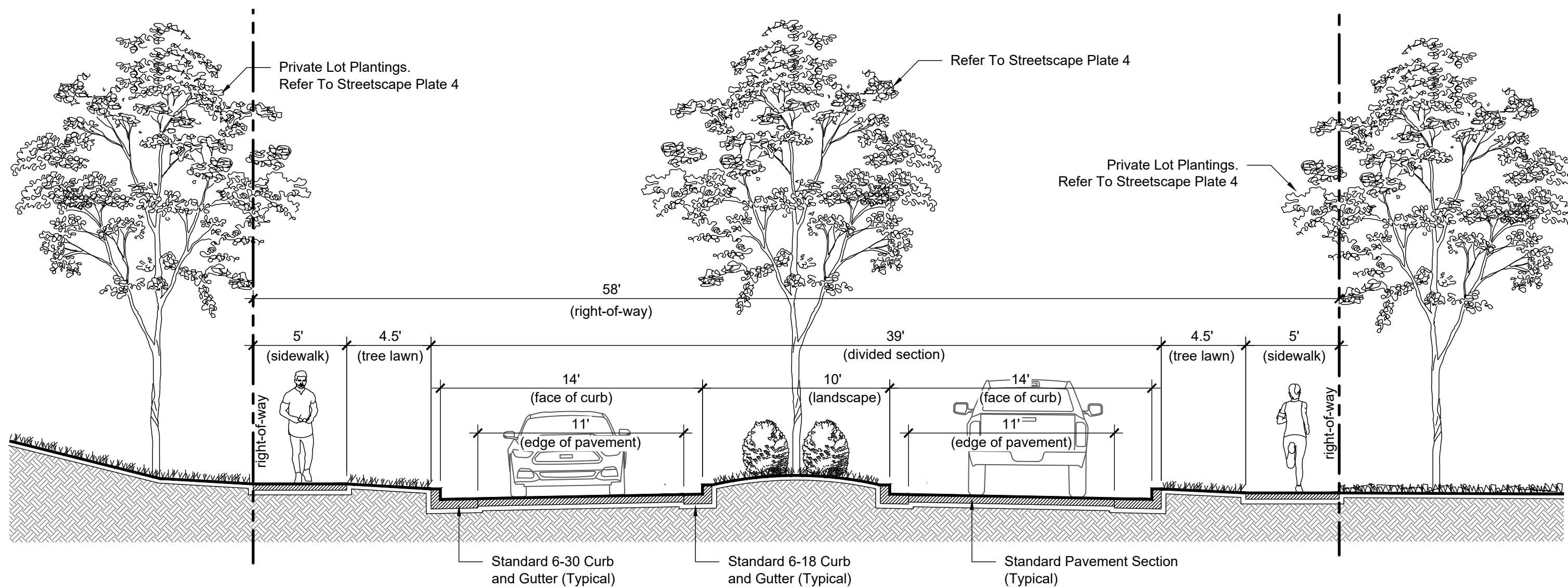
landscape architecture
planning

ils

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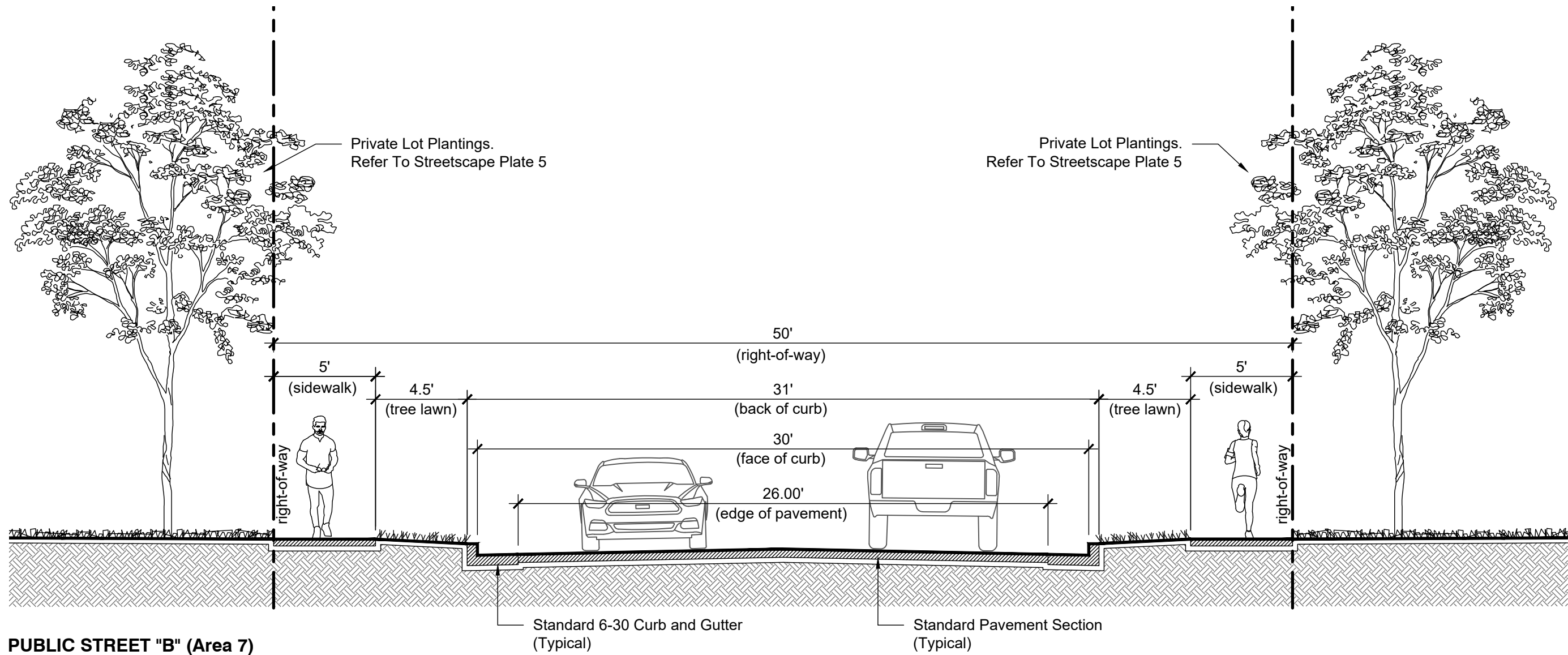
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Outline Plan, Amended		
Ashmont Planned Development		
Lakeland, Tennessee		
Number of Lots: N/A	Acreage: 99.29 Acres	Parcel # L0159 00395
Developer: Ashmont Developer, LLC Po Box 772808 Memphis, Tn 38177		Surveyor: Harris & Assoc. Land Surveyors, LLC 554 Green Tree Cv., Ste. 102B Collierville, Tn 38017
December 2023	Scale: None	Sheet 3 of 6



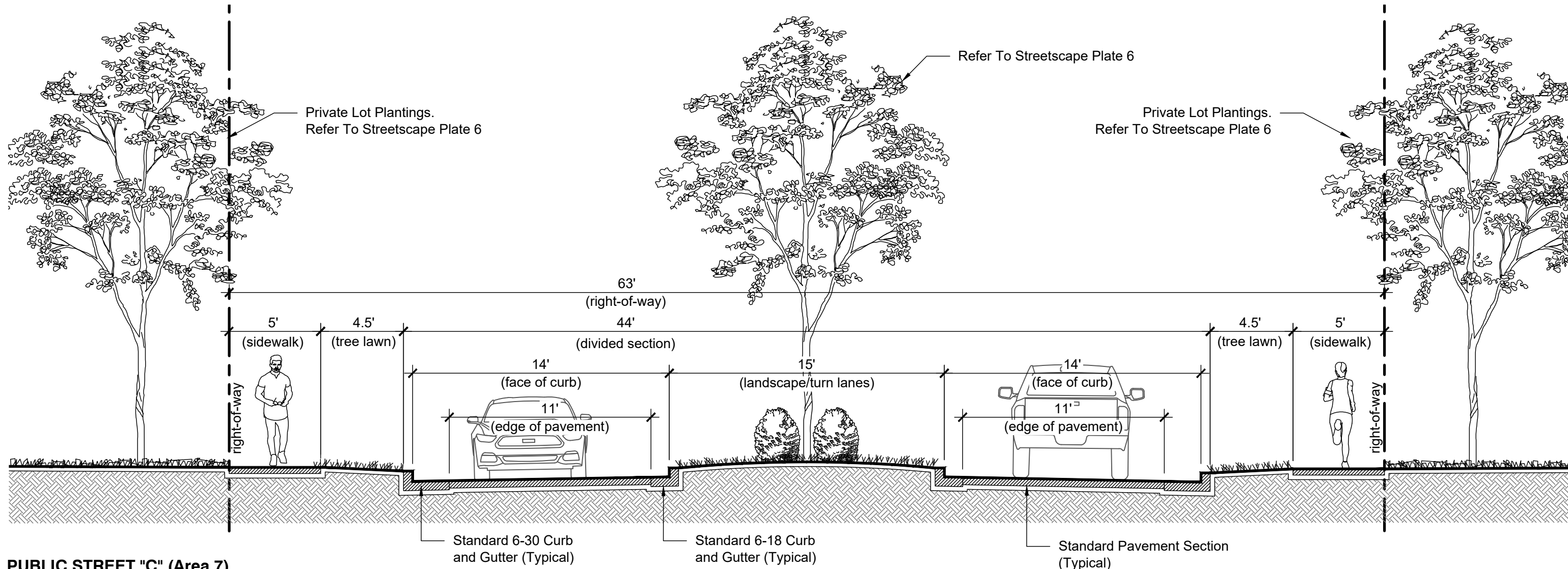
PUBLIC STREET "A" (Areas 2 & 7)

3/16" = 1' = 0"



PUBLIC STREET "B" (Area 7)

3/16" = 1' = 0"



PUBLIC STREET "C" (Area 7)

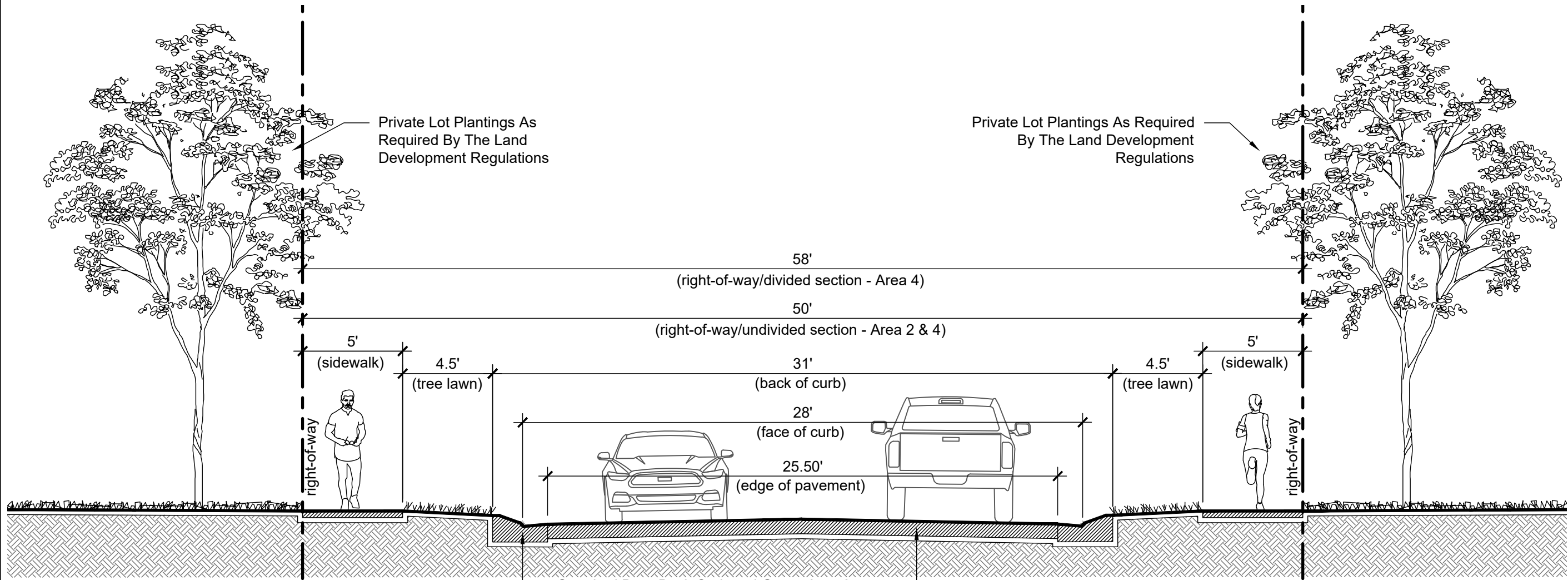
3/16" = 1' = 0"

DRAFT

Outline Plan, Amended

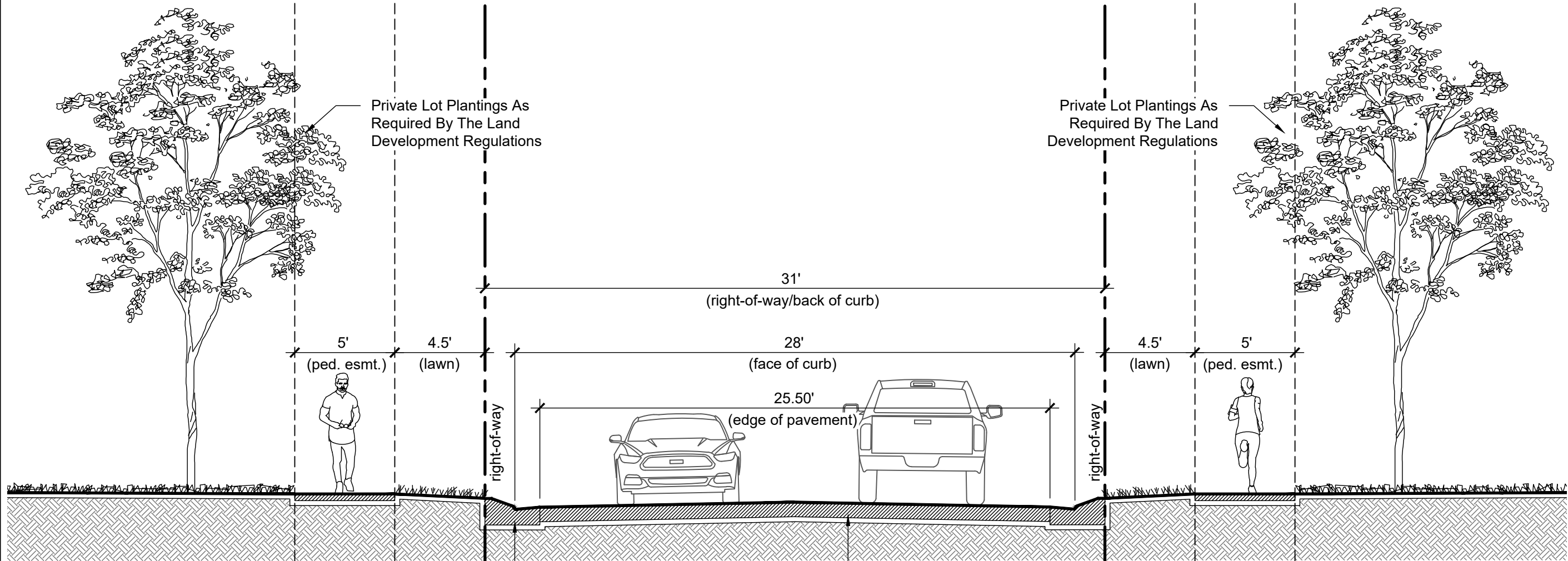
Ashmont Planned Development

Lakeland, Tennessee		
Number of Lots: N/A	Acreage: 99.29 Acres	Parcel # L0159 00395
Developer: Ashmont Developer, LLC Po Box 772808 Memphis, Tn 38177		Surveyor: Harris & Assoc. Land Surveyors, LLC 554 Green Tree Cv., Ste. 102B Collierville, Tn 38017
December 2023	Scale: Varies	Sheet 4 of 6



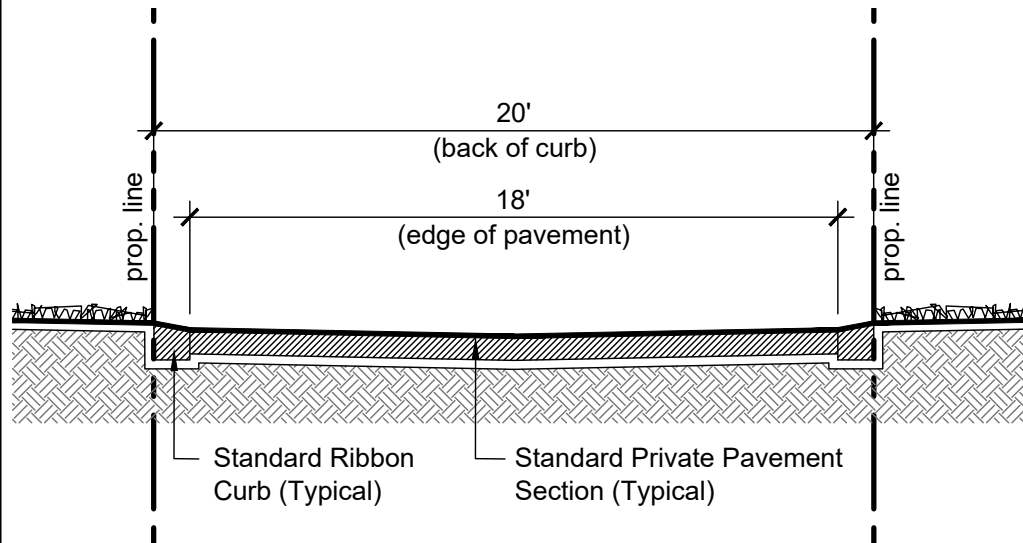
PRIVATE STREET "A" (Area 2) and PRIVATE STREET "C" (Area 4)

3/16" = 1"=0"



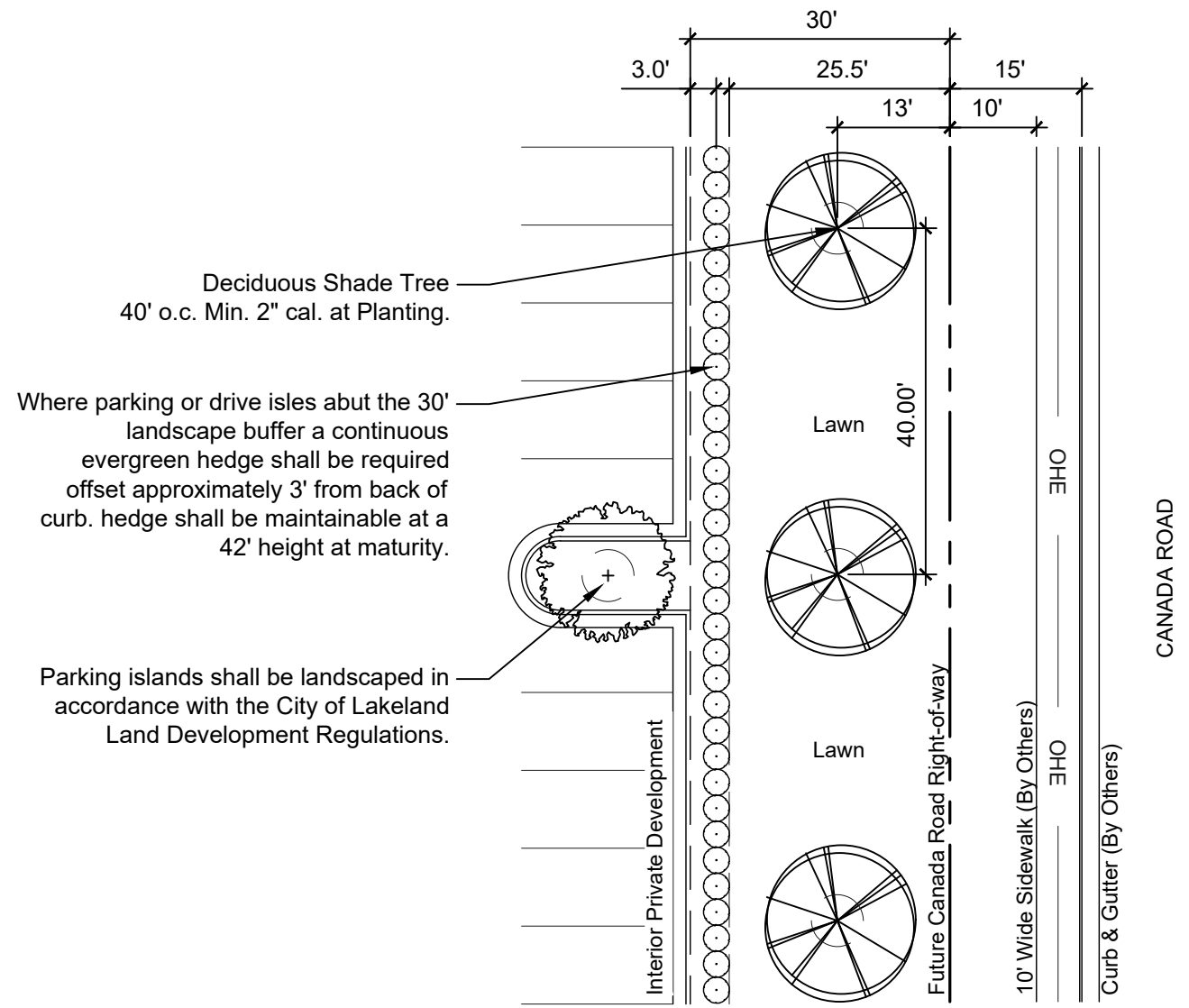
PRIVATE STREET "B" (Area 4)

3/16" = 1"=0"



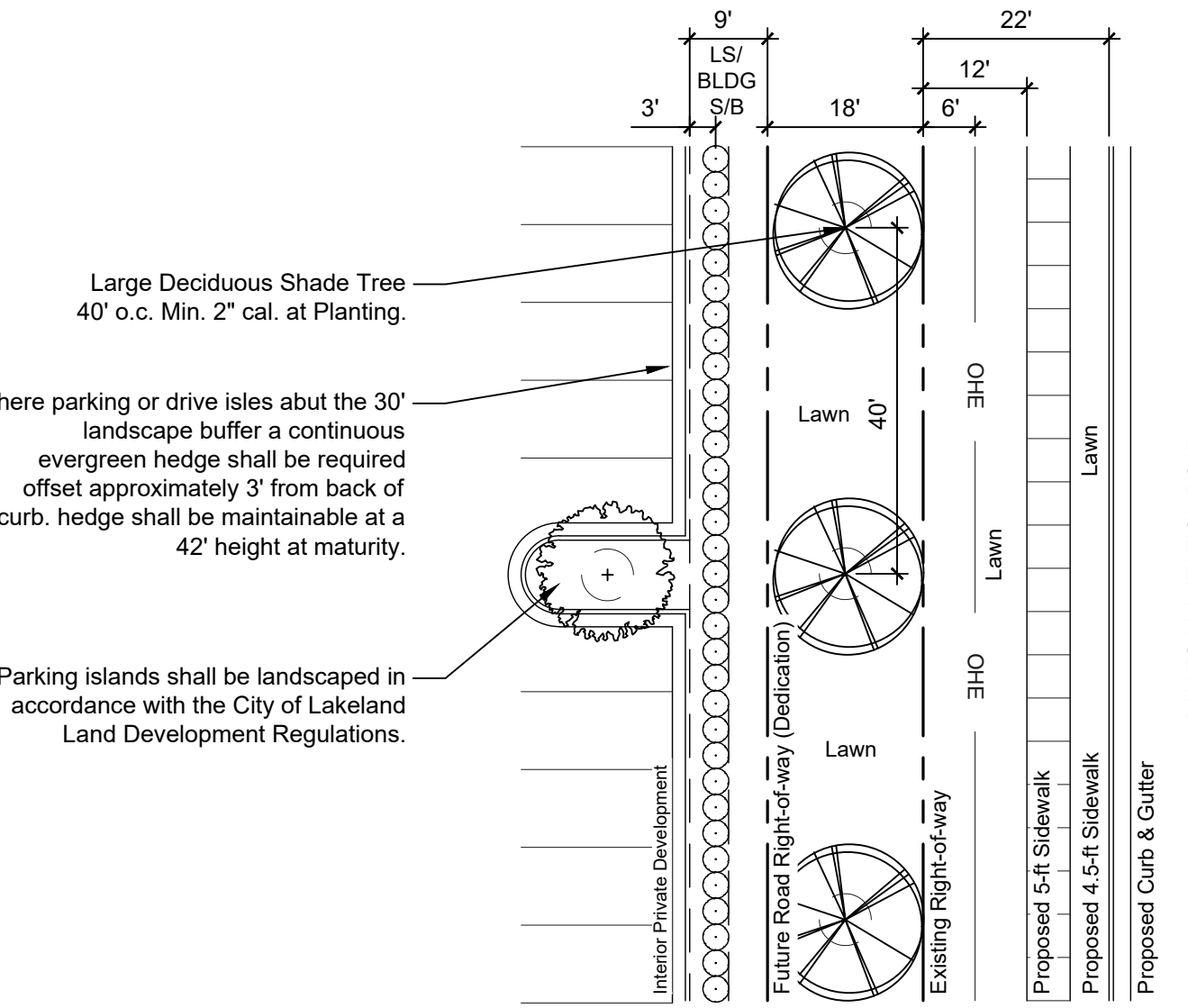
PRIVATE ALLEYWAY (Area 4)

3/16" = 1"=0"



STREETSCAPE PLATE 1 - CANADA ROAD

1" = 20'-0"



STREETSCAPE PLATE 2 - DAVIES PLANTATION ROAD

1" = 20'-0"

Planning:

landscape architecture
planning

ils

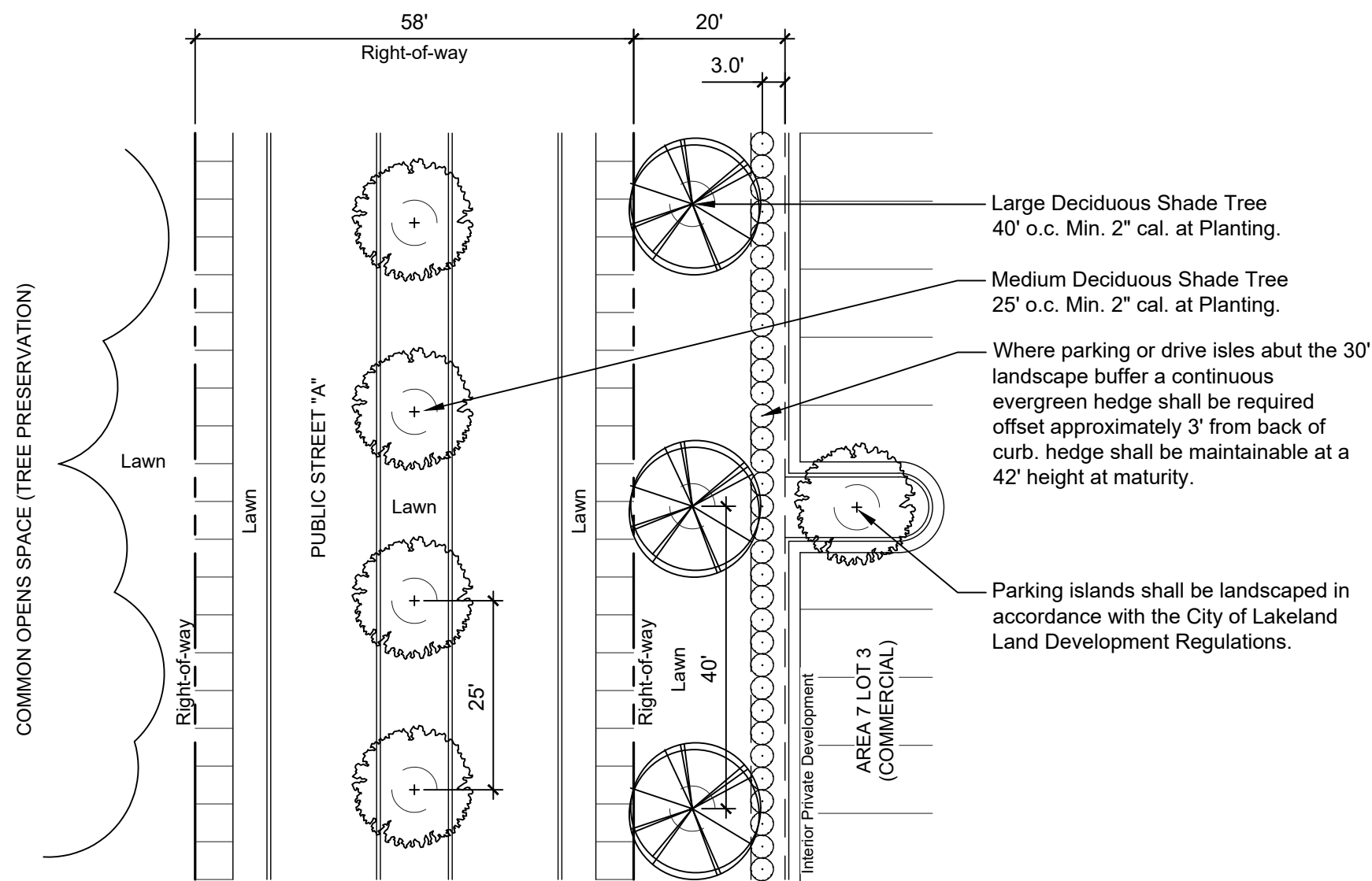
INTEGRATED LAND SOLUTIONS, PLLC
9967 Bentwood Creek Cv. Collierville, Tn 38017
901.493.6996 corybrady@gmail.com

DRAFT

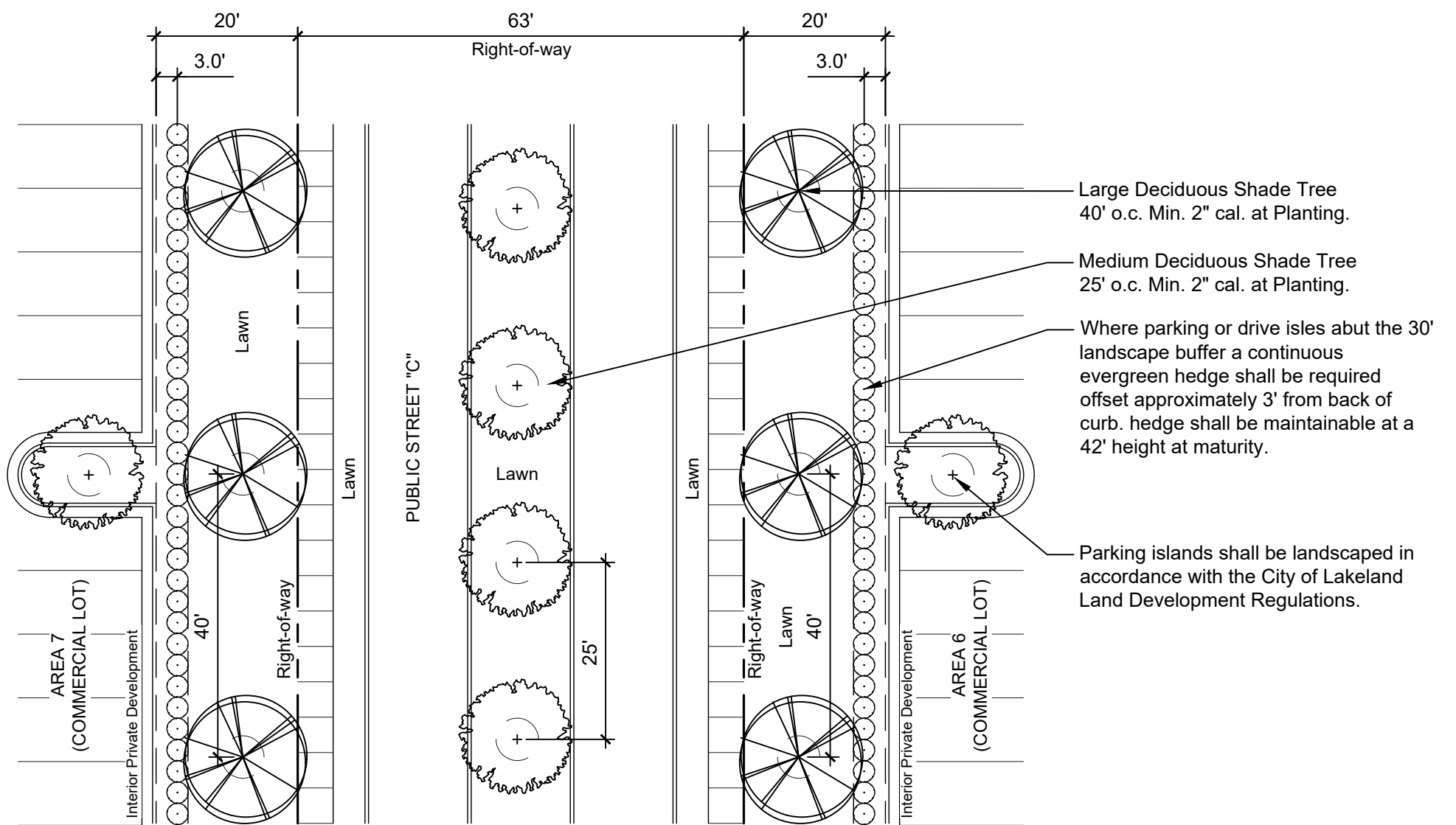
Outline Plan, Amended

Ashmont Planned Development

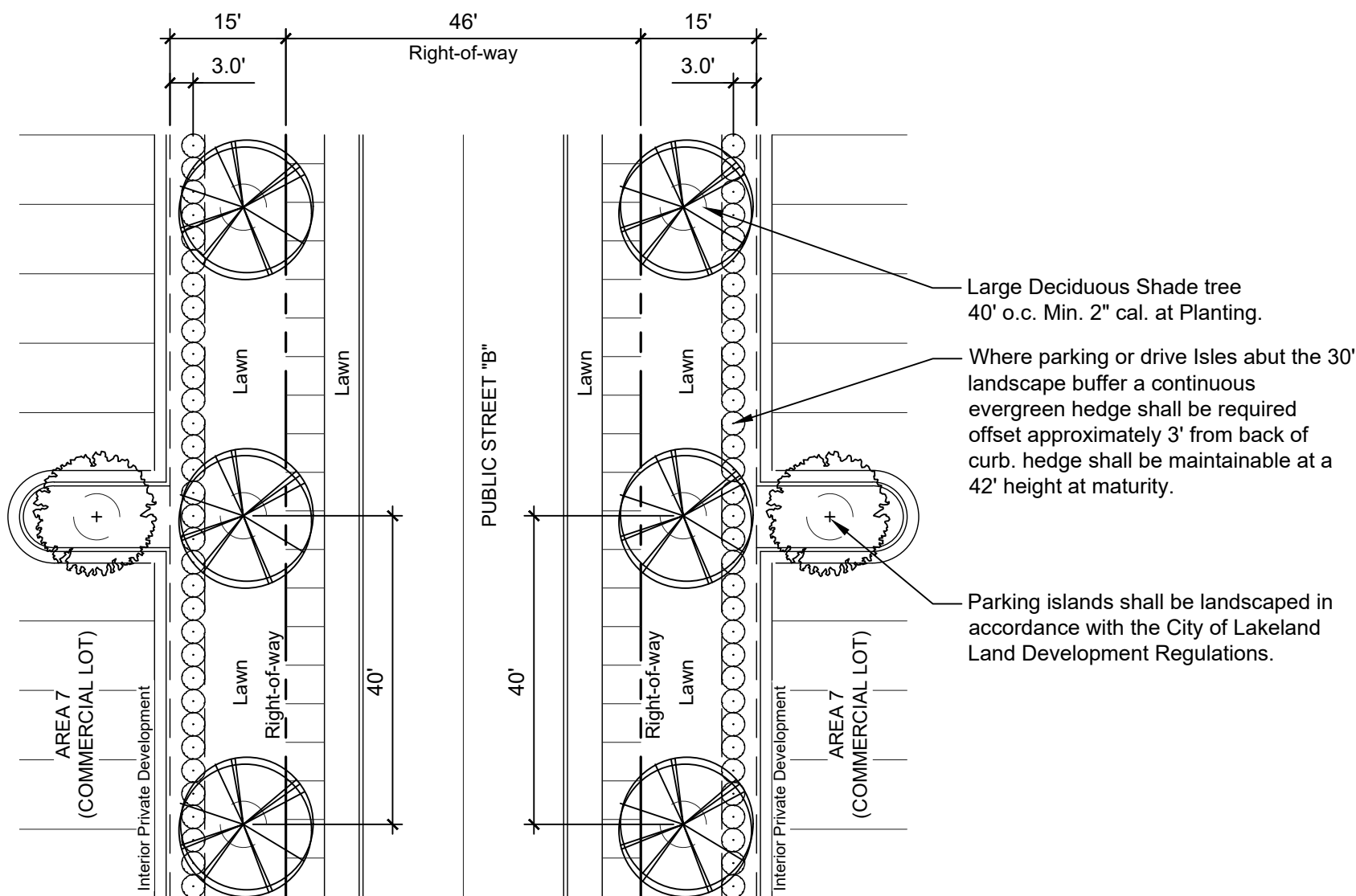
Lakeland, Tennessee		
Number of Lots: N/A	Acreage: 99.29 Acres	Parcel # L0159 00395
Developer: Ashmont Developer, LLC Po Box 772808 Memphis, Tn 38177		Surveyor: Harris & Assoc. Land Surveyors, LLC 554 Green Tree Cv., Ste. 102B Collierville, Tn 38017
December 2023	Scale: Varies	Sheet 5 of 6



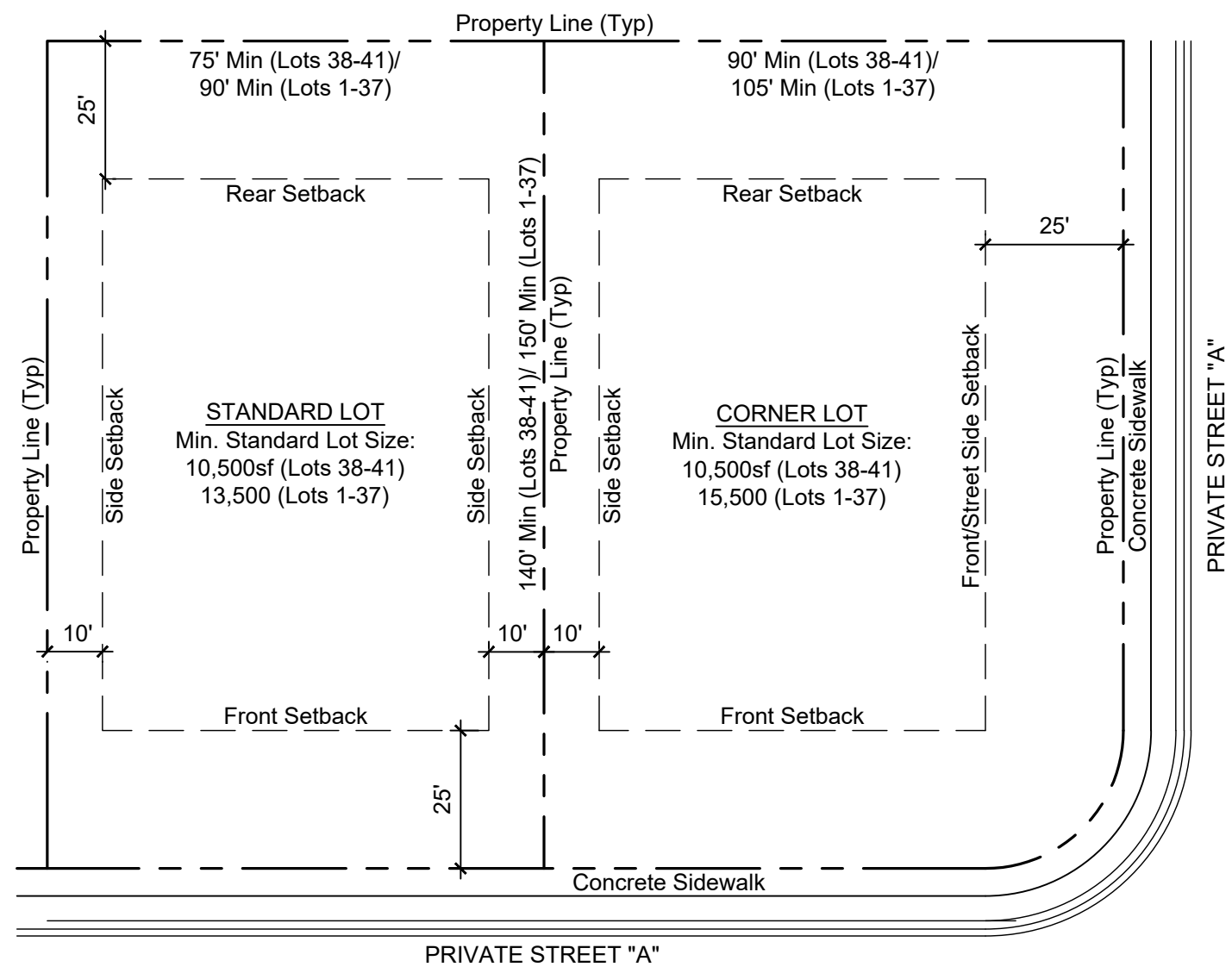
STREETSCAPE PLATE 3 - PUBLIC STREET "A"
1" = 20'-0"



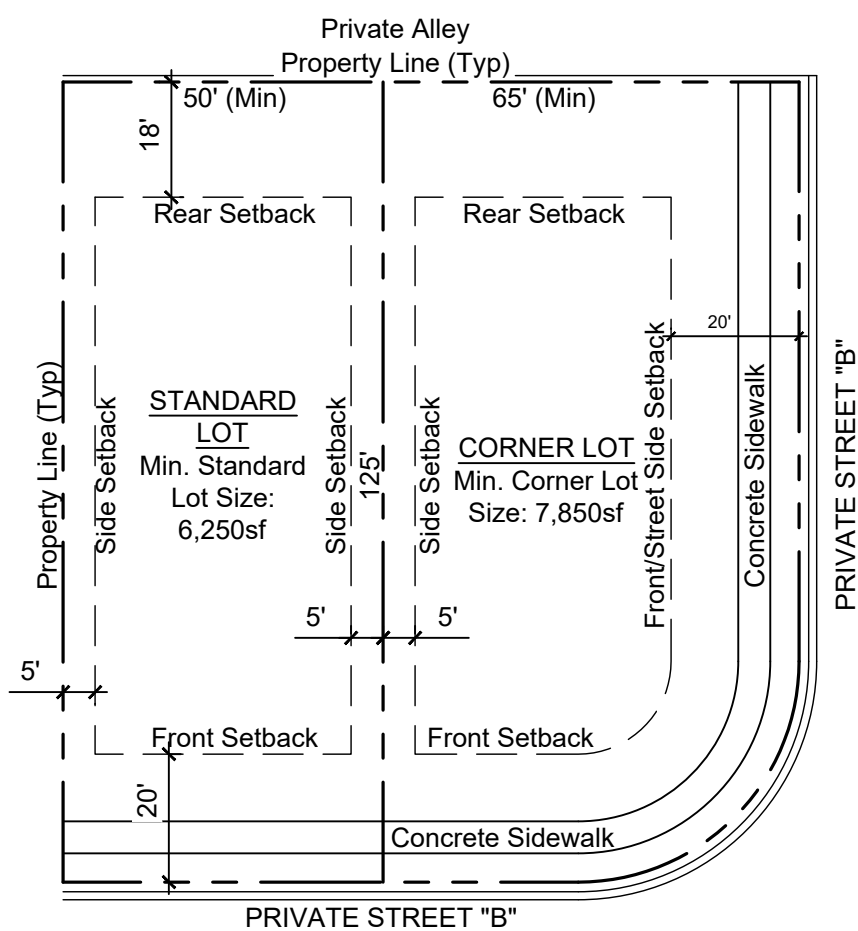
STREETSCAPE PLATE 5 - PUBLIC STREET "C"
1" = 20'-0"



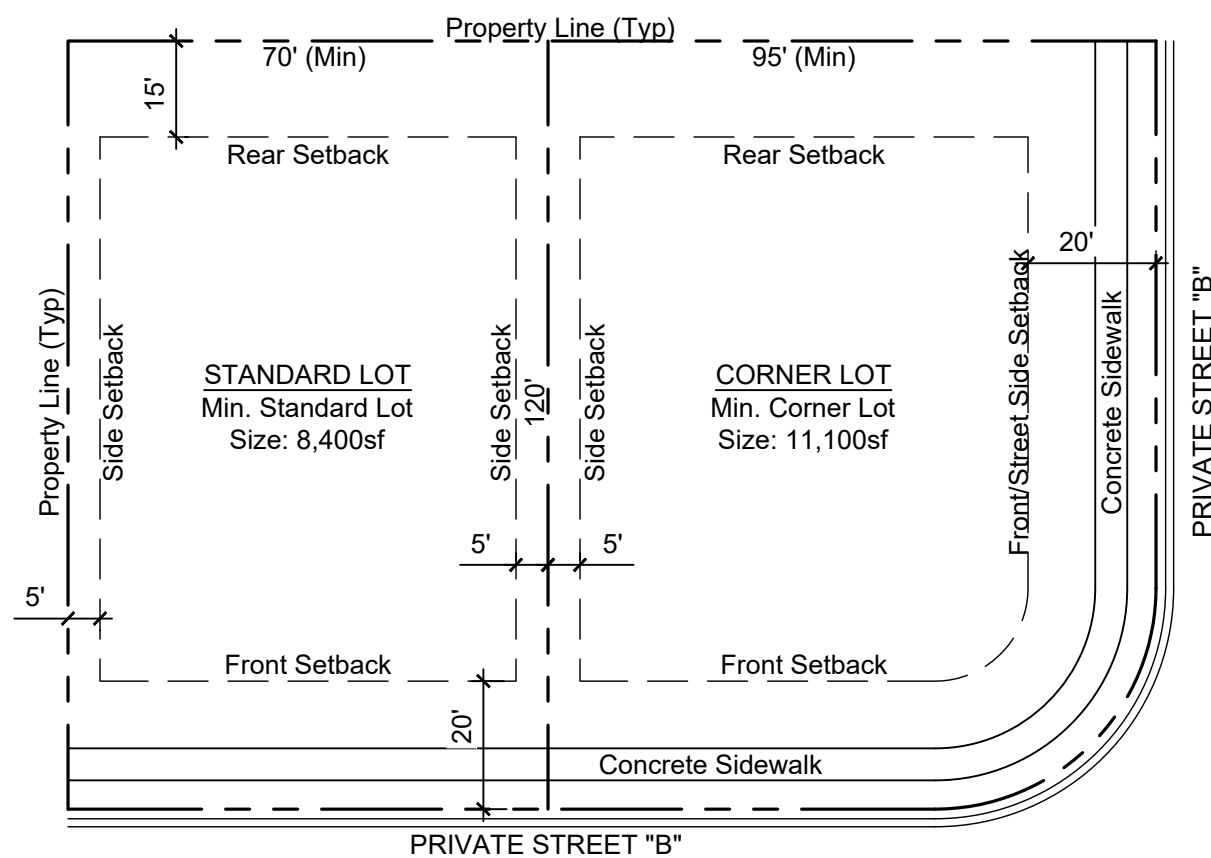
STREETSCAPE PLATE 4 - PUBLIC STREET "B"
1" = 20'-0"



TYPICAL LOT DIAGRAM - AREA 2
1" = 30'-0"



TYPICAL LOT DIAGRAM (Alley Loaded) - AREA 4
1" = 30'-0"



TYPICAL LOT DIAGRAM (Conventional) - AREA 4
1" = 30'-0"

Planning:

landscape architecture
planning

ils

INTEGRATED LAND SOLUTIONS, PLLC
9967 Bentwood Creek Cv. Collierville, Tn 38017
901.493.6996 corybrady@gmail.com

DRAFT

Outline Plan, Amended

Ashmont Planned Development

Lakeland, Tennessee		
Number of Lots: N/A	Acreage: 99.29 Acres	Parcel # L0159 00395
Developer: Ashmont Developer, LLC Po Box 772808 Memphis, Tn 38177		Surveyor: Harris & Assoc. Land Surveyors, LLC 554 Green Tree Cv., Ste. 102B Collierville, Tn 38017
November 2023	Scale: Varies	Sheet 6 of 6

Meeting Cycle: Thursday, February 1, 2024

Subject: **Resolution** - approving the sewer concept plan for Ashmont Planned Development.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-9-2024.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

The Ashmont Planned Development is a mixed-use development comprised of approximately 100 acres at the northwest corner of Canada Road and Davis Plantation Road. The development consists of single family residential, retail, senior living and hotel uses which are estimated to generate an additional 336 gallons per day of wastewater flow. The existing pump station will be improved by the developer, and a new force main will tie into the existing twelve (12) inch force main on Canada Road. Staff recommends the approval of the sanitary sewer concept plan for ASHmont Planned Development for a period of three (3) years.

RESOLUTION R-09-2024

RECOMMENDING APPROVAL OF THE SEWER CONCEPT PLAN FOR ASHMONT PLANNED DEVELOPMENT

WHEREAS, the Owner of record of certain parcels of land located within the corporate limits of the City of Lakeland, further identified by Shelby county Tax Assessor Parcel ID L0159 00395 has requested review and approval of a concept sanitary sewer plan to service a proposed development upon said parcel known as Ashmont Planned Development; and,

WHEREAS, the City Engineer has reviewed the concept sanitary sewer plan submitted by said property owner and finds the concept plan, as submitted, to be both feasible and not detrimental to the overall sanitary sewer system for the City of Lakeland; and,

WHEREAS, the Board of Commissioners finds that it may be in the best interest of the users of the City of Lakeland sanitary sewer system to allow approximately 193,350 gallons per day (134.27 gpm) of wastewater flow that may be generated from the aforementioned parcel of land at a later date to connect to the City of Lakeland sanitary sewer system:

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

1. The concept sanitary sewer plan submitted by the owner of record of parcels of property located within the corporate limits of the City of Lakeland, further identified by the Shelby County Tax Assessor Parcel Identification L0159 00395 to service a proposed development upon said parcel known as Ashmont Planned Development, is hereby approved for a period of three (3) years from the date of passage of this resolution.
2. If a Preliminary Development Plan is submitted and approved for Ashmont Planned Development on said parcel of land within three (3) years from the date of passage of this resolution, the approval of the concept sanitary sewer plan identified above shall be extended for an additional one (1) year period commencing upon the date of Preliminary Development Plan approval.
3. If a Preliminary Development Plan has not been submitted and approved for the above referenced development within three (3) years from the date of passage of this resolution, this resolution shall become null and void and no approval of any concept sanitary sewer plan for the above referenced parcel shall exist. Additionally, neither the owner of record nor any entity with development interests upon said parcel shall retain any right of approval, vested or otherwise, for said parcel of land.

RESOLUTION R-09-2024

RECOMMENDING APPROVAL OF THE SEWER CONCEPT PLAN FOR ASHMONT
PLANNED DEVELOPMENT

4. If at any point in time, subsequent to Preliminary Development Plan approval, approval(s) of the proposed development on said parcel of property by the Lakeland Municipal Planning Commission and/or Lakeland Board of Commissioners should lapse due to passage of time, this resolution shall become null and void and no approval of any concept sanitary sewer plan for the above referenced parcel shall exist. Additionally, neither the owner of record nor any entity with development interests upon said parcel shall retain any right of approval, vested or otherwise, for said parcel of land.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 1st day of February 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

January 24, 2024

Emily Harrel
City of Lakeland
10001 Highway 70
Lakeland, TN 38002

**RE: ASHMONT DEVELOPMENT SEWER REQUEST
LAKELAND, TENNESSEE**

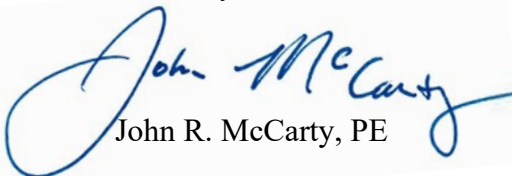
Emily,

On behalf of Vince Smith, we are providing the proposed sewer demand calculations related to the proposed Ashmont Development. These numbers are based on the proposed land uses shown on the updated Preliminary Development Plan.

Area	Use Description	Units	Bldg Size	Flowrate/Unit	GPD
1	Senior Living	250		275 Per Unit	68,750
2	Single Family Res	41		350 Per Lot	14,350
4	Single Family Res	49		350 Per Lot	17,150
6	Retail		65,000 SF	500 Per 1000sf	32,500
7A	Retail (Outparcel)		18,000 SF	300 Per 1000sf	5,400
7A	Hotel	325		150 Per Key	48,750
7B	Retail (Outparcel)		21,500 SF	300 Per 1000sf	6,450
Total Demand					193,350

if you need anything, please do not hesitate to contact me.

Sincerely,


John R. McCarty, PE

Meeting Cycle: Thursday, February 1, 2024

Subject: **Resolution** - approving a commercial subdivision development contract with Ashmont Developer, LLC for Ashmont Planned Development Area 6 Lot 1 & Area 7A Lots 2-6.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-10-2024.

BUDGET IMPACT

The development fees collected upon execution of this contract provide \$16,642.37 in General Fund revenue and \$18,600.00 in Sewer Fund revenue.

DISCUSSION

The Ashmont Planned Development is a 100 acre property located on the northwest corner of Canada Road and Davies Plantation Road. This mixed use development includes single family residential, retail, senior living and hotel facilities. The Outline Plan was approved by the Board of Commissioners on June 9, 2022. An amendment to the Outline Plan is included in this agenda for approval. The first phase of the project includes six (6) lots, one (1) in Area 6 and five (5) in Area 7A. The development contract includes construction of all roads, sanitary sewer, storm sewer, water, electricity and gas required for this phase of the development. A security in the amount of two hundred thirty-nine thousand one hundred thirty-one dollars and forty cents (\$239,131.40) will be required to ensure public and common improvements are completed per the approved plans and specifications.

RESOLUTION R-10-2024

APPROVING A COMMERCIAL SUBDIVISION DEVELOPMENT CONTRACT WITH ASHMONT DEVELOPER, LLC FOR ASHMONT PLANNED DEVELOPMENT AREA 6 LOT 1 & AREA 7A LOTS 2-6

- WHEREAS,** Developer is the owner of record of tracts of land zoned AG-Agriculture which contains approximately 100 acres, also identified by Parcel ID# LO159 00395 in the official records of the Shelby County Recorder's Office ("Subdivision Site") and desires to improve and develop the Subdivision Site into a 6 lot subdivision to be known as Ashmont Planned Development Area 6 Lot 1 & Area 7A Lots 2-6 ("Subdivision"); and,
- WHEREAS,** the City's Municipal Planning Commission ("MPC") and BOC, have approved the subdivision plan submitted by Developer with respect to the Subdivision ("Preliminary Development Plan"); and,
- WHEREAS,** Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and streetlights in connection with development of the Subdivision at its own cost; and,
- WHEREAS,** Developer may be required, pursuant to its application and MPC and/or the City's Design Review Commission ("DRC") approval, to install, at its expense, private improvements and amenities, including, but not limited to, private streets and alleys, fences, entrance treatments and signage, walls, lakes, playgrounds, swimming pools, tennis courts and other recreational facilities, common open space, walking trails, storm water retention and/or detention basins, landscaping and related irrigation systems, relative to said Subdivision, none of which shall be accepted for maintenance by the City; and,
- WHEREAS,** the City is willing to provide services to the Subdivision in accordance with the City's standard policies and applicable rates; and,
- WHEREAS,** the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Land Development Regulations and the Construction Plat/Plan, heretofore approved, according to State Statute by the MPC and/or the BOC, said additional terms not to be considered as a variance from or modification to Regulations, plans or plat, as approved on the date of execution; and,
- WHEREAS,** this Contract is entered into by the City at the insistence of Developer upon the understanding that Developer shall remain fully responsible for specific compliance with the requirement of the Land Development Regulations, the Technical Specifications of the City and the Construction Plat/Plan, duly prepared by Developer subject to review and recommendation of the City

RESOLUTION R-10-2024

APPROVING A COMMERCIAL SUBDIVISION DEVELOPMENT CONTRACT WITH
ASHMONT DEVELOPER, LLC FOR ASHMONT PLANNED DEVELOPMENT AREA 6
LOT 1 & AREA 7A LOTS 2-6

Engineer and the City Planner or person(s) designated by the City Manager;
and,

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute a commercial subdivision development contract with Ashmont Developers, LLC for Ashmont Planned Residential Development Area 6 Lot 1 & Area 7A Lots 2-6.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 1st day of February 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

COMMERCIAL SUBDIVISION DEVELOPMENT CONTRACT

INTRODUCTION

THIS COMMERCIAL SUBDIVISION DEVELOPMENT CONTRACT (“Contract”) is made and entered into this the ____ day of _____, **2022**, by and between **ASHMONT DEVELOPER, LLC**, a limited liability company organized and existing under the laws of the State of Tennessee (“Developer”), and **THE CITY OF LAKELAND TENNESSEE**, a municipality organized and existing under the laws of the State of Tennessee (“City”).

W I T N E S S E T H:

WHEREAS, Developer is the owner of record of a tract¹ of land zoned AG-Agriculture which contains approximately 99.2 acres, also identified by Parcel ID # L0159 00395 in the official records of the Shelby County Recorder’s Office (“Subdivision Site”) and desires to improve and develop the Subdivision Site into a 6-lot subdivision to be known as **Ashmont Planned Development Area 6 Lot 1 & Area 7A Lots 2-6** (“Subdivision”); and

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

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

WHEREAS, Developer may be required, pursuant to its application and MPC and/or the City’s Design Review Commission (“DRC”) approval, to install, at its expense, private improvements and amenities, including, but not limited to, private streets and alleys, fences, entrance treatments and signage, walls, lakes, playgrounds, swimming pools, tennis courts and other recreational facilities, common open space, walking trails, storm water retention and/or detention basins, landscaping and related irrigation systems, relative to said Subdivision, none of which shall be accepted for maintenance by the City; and

WHEREAS, the City is willing to provide services to the Subdivision in accordance with the City’s standard policies and applicable rates; and

WHEREAS, the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Land Development Regulations and the Construction Plat/Plan, heretofore approved, according to

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

State Statute by the MPC and/or the Board of Commissioners (“BOC”), said additional terms not to be considered as a variance from or modification to Regulations, plans or plat, as approved on the date of execution; and

WHEREAS, this Contract is entered into by the City at the insistence of Developer upon the understanding that Developer shall remain fully responsible for specific compliance with the requirement of the Land Development Regulations, the Technical Specifications of the City and the Construction Plat/Plan, duly prepared by Developer subject to review and recommendation of the City Engineer and the City Planner or person(s) designated by the City Manager; and

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

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

GENERAL PROVISIONS

1. Construction Standards. Developer shall construct the Subdivision in accordance with the Outline Plan approved by the BOC on June 9th 2022, Outline Plan Amendment approved by the MPC on December 14th 2023 and BOC on February 1st 2024, Preliminary Development Plan approved by the MPC on December 14th 2023 and Construction plans subject to approval by the City Engineer, and if applicable, the requirements of the DRC, and in accordance with the requirements of (a) City Land Development Regulations; (b) City Zoning Ordinance and any other applicable Ordinances of the City; (c) City Design Guidelines; (d) the applicable building and fire safety regulations of Shelby County Tennessee. Items (a) through (d) are hereby made a part of this Contract by reference as if fully set forth herein and are hereinafter referred to collectively as “Codes”. References herein to said Codes are to those in effect on the date this Contract is approved.

Developer shall also construct the Project in accordance with the following standards and specifications, all of which are incorporated herein by reference as if fully set forth:

- (a) The standards of the American Society of Testing Materials (ASTM);
- (b) The requirements of the Office of Safety and Health Administration (OSHA);
- (c) The requirements of the Federal Americans with Disabilities Act (ADA);
- (d) The Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation; and
- (e) The Standards of the American National Standards Institute (ANSI).
- (f) The requirements of the Tennessee Department of Environment and Conservation.

All standards and specifications set forth above are those that are in effect on the date this Contract is approved.

2. Inspection and Testing – Costs. That Developer shall pay, on a monthly basis, the reasonable expenses of engineering inspection by the City Engineer or his designee, along with any laboratory testing expenses reasonably deemed necessary by the City Engineer and incurred for material testing and soil density and moisture content test, provided, however, that Developer shall remain fully responsible for construction to the approved design and quality control, and that the City Engineer is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

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

OWNERSHIP

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

5. Developer agrees that it will not transfer ownership of the Subdivision Site without first providing the City with notice of when the transfer is to occur and the identity, current address and telephone number of the proposed Transferee. If it is Transferee’s intention to develop the Subdivision in accordance with this Contract, Developer agrees to provide the City an Assumption Agreement by which Transferee agrees to perform the obligations required under this Contract and to provide the security needed to assure such performance. Said Assumption Agreement will be subject to the approval of the BOC and City Attorney. Unless the Assumption Agreement specifically so provides, Developer shall not be released from its obligations hereunder. The City will not unreasonably withhold its consent with respect to the foregoing.

6. Developer understands that if it transfers the Subdivision site without first providing the notice of transfer and Assumption Agreement as required herein and receiving the approval of the BOC and City Attorney, it will be in breach of this Contract and the City may require that all work be stopped relative to the Subdivision and subject Developer to a declaration of fault.

7. Developer agrees to furnish, on demand, satisfactory evidence that it has the lawful right to enter into this Contract for the purposes herein contained. Any security for Developer’s obligations hereunder is subject to the approval of the City Attorney.

8. Duration of Obligations. The obligations of Developer hereunder shall run with the Subdivision Site until Developer's obligations have been fully met. Any party taking title to the Subdivision Site, or any part thereof, shall take said real property subject to such obligations.

SECURITY

9. (a) Developer will furnish to the City, not later than the execution of this Contract by Developer, an estimate as to quantity and cost of all public and private improvements, on or off site (i.e., specific Design Review Commission requirements: brick walls and entrance treatments, landscaping, fencing, lighting, etc.) required by the City pursuant to MPC and/or DPC approval, with the exception of electrical power, water and gas utilities.

(b) Developer shall provide an Irrevocable Letter of Credit capable of presentation to the issuer in Shelby County, Tennessee, issued from a bank doing business, subject to service of process, and subject to both subject matter and personal jurisdiction in Shelby County, Tennessee, with no fixed expiration date, or other adequate security acceptable to the City ("Security") in the amount of **Two Hundred Thirty-Nine Thousand One Hundred Thirty-One Dollars and Forty Cents (\$239,131.40)** for all public and/or private internal improvements, plus a sum equal to the cost, as estimated by Developer and approved by the City Engineer, of improvements public or private required by the City pursuant to MPC and/or DRC approval but to be constructed or installed off of the Project Site. It is the policy of the City to only accept as Security an Irrevocable Letter of Credit, cash or its equivalent. The form and substance of any Irrevocable Letter of Credit is subject to the approval of the City Attorney.

(c) The Final Plat of the Subdivision site shall not be recorded with the Shelby County Register's Office until the Subdivision has reached the level of Substantial Completion, as hereinafter defined. At that time, upon application of Developer and approval of the BOC, the amount of Security may be reduced to the cost, as estimated by the City, of uncompleted requirements relative to the Subdivision plus a reasonable sum to cover Developer's warranty obligations hereunder.

(d) Although the amount of the Security may be less than the total cost of completion by Developer of all of Developer's obligations hereunder, it is understood and agreed that the Security, subject to its limit, is to furnish security for the performance of all of Developer's obligations hereunder but that such obligations are not limited by the amount of such Security. The Security shall remain in force through the end of the warranty period, although Security may be reduced from time to time as provided herein. All collection expenses, court costs and reasonable attorney's fees incurred by the City in connection with collection under the Security shall be paid by Developer and such obligation shall be secured by the Security. The City shall be entitled to recover the cost thereof, reasonable administrative fees, reasonable attorney's fees and interest calculated on any unpaid balance at the rate of ten percent (10%) per annum until the unpaid balance is fully paid.

(e) Developer agrees that if the Security furnished to secure the obligations of Developer under this Contract, due to inflation and/or rising costs, previous errors in estimation,

or otherwise, is inadequate to secure such obligations at the time an extension of time is sought, it will provide additional security to bring the Security amount in line with current cost projections made by the City Engineer.

INSURANCE

10. (a) Developer, upon affixing its signature to this agreement, shall provide at no cost to the City, a policy or policies of insurance to the City from insurance companies acceptable to the City and licensed by the Tennessee State Insurance Commissioner to conduct business in the State of Tennessee with coverage limits as set forth below. Said insurance policy or policies shall be evidenced by current original certificates and/or policies attached to this Contract and kept in full force and effect throughout the life of this Contract as required by the City. Each certificate or policy shall require and state in writing that “thirty (30) days prior to cancellation or material changes in the policies, notice thereof shall be given to the City of Lakeland Tennessee by registered mail, return receipt requested.”

(b) Developer shall purchase and maintain commercial general liability insurance and umbrella liability insurance with minimum limits of \$1,500,000.00 per occurrence and other insurance that shall insure against claims arising out of Developer’s performance under this Contract, whether such claims arise out of the actions of Developer, any subcontractor of the Developer, their employees, agents or independent contractors or anyone for whose acts any of them may be liable, including, without limitation:

(1) Claims brought under worker’s compensation in accordance with the Statutory Requirements and limits of the State of Tennessee. “All States Endorsement” is required or a Certificate of the State Worker’s Compensation Board showing proof of ability to pay compensation directly; provided, however, if Developer has no employees who are eligible to be covered under worker’s compensation insurance, Developer shall not be required to furnish insurance against worker’s compensation but shall require the party(s) contracting with Developer to perform work on the Project Site to furnish evidence of such insurance for the employees of same as required above;

(2) Claims for the personal injury, occupational illness or death of Developer’s employees, if any;

(3) Claims for the personal injury, illness or death of any person other than Developer’s employees or agents;

(4) Claims for injury to or destruction of tangible property, including loss of use resulting there from;

(5) Claims for property damage or personal injury or death of any person arising out of the ownership, maintenance or use of any motor vehicle;

(6) Claims by third parties for personal injury and property damage arising out of Developer’s failure to comply with Developer’s obligations under this contract;

- (7) Premises and Operations;
- (8) Independent Contractors;
- (9) Products and Completed Operations;
- (10) Blanket Contractual or its current equivalent policy language;
- (11) XCU (Explosion, Collapse and Underground) Coverage or its current equivalent policy language;
- (12) Broad Form Property Damage or its current equivalent policy language;
- (13) Commercial automobile liability insurance covering owned, hired and non-owned vehicles.

(c) The insurance coverage required by this paragraph shall include the coverage specified above with policy limits of not less than \$1,500,000.00 Combined Single Limit general liability and \$1,500,000.00 Combined Single Limit automobile liability (including, but not limited to, bodily injury (including death) and property damage) per occurrence. These minimum limits may be met through a combination of primary and umbrella insurance policies. The commercial general liability insurance coverage shall include completed "incident" as opposed to "claims made" insurance coverage and liability insurance applicable to Developer's obligations under this Contract. All such insurance shall remain in effect until the City issues its written notice of the release of Security of the completed Project. In addition, Developer shall maintain "incident" as opposed to "claims made" insurance for at least one (1) year after the City issues its written notice of release of Security. Developer shall furnish the City with evidence of the continuation of all such insurance at the time of issuance of the notice of release of Security.

(d) Prior to commencing any work on the Project, Developer will furnish to the City a certificate of insurance evidencing the required coverage.

(e) The furnishing of the aforesaid insurance shall not relieve Developer of its obligation to indemnify the City in accordance with the provisions of this Contract.

TIME SCHEDULE

11. (a) It is agreed by Developer and the City that this Contract shall become void and Developer will be in material breach of this Contract unless the following items are accomplished within one (1) year from the date of approval of this Contract by the BOC. Items (1), (2), (3), and (4) below must be completed prior to starting Construction below.

- (1) Signatures of Developer, and, if applicable, of Owner of the Subdivision Site, on two original copies of this Contract.

- (2) Signatures of Developer, and, if applicable, of Owner of the Subdivision Site, on two original copies of the Inspection and Maintenance Agreement for Private Stormwater Facilities.
- (3) All fees paid to the City as specified herein.
- (4) Security is received by the City as specified herein.
- (5) Insurance certificate is received by the City as specified herein.

If items (1-5) above are completed within one year from the date of this Contract, Developer shall have one additional year to commence Construction.

“Construction” as used in this subsection is defined as the placing of construction materials in a permanent position and fastened permanently or extensive grading, including demolishing or removal of existing structures necessary for the development of the Subdivision.

(b) The failure of Developer to comply with the provisions of this paragraph shall, at the discretion of the City Manager, result in the approval of the City of Lakeland being withdrawn and the approvals of the MPC and, as applicable, the DRC similarly being withdrawn and of no further force and effect.

12. Developer shall substantially complete the Subdivision on a timely schedule and in an expeditious manner, with the date of Substantial Completion to be not later than four (4) years from the date the BOC approves this Contract. The term “Substantial Completion” as used herein shall be when Developer has completed all required Public and Private Improvements to the Subdivision Site, specifically including but not limited to sanitary sewer (unless served by septic system), water, natural gas and electricity service to each lot, and all required off-site Public Improvements relative to the Subdivision as verified by the City Engineer and approved by the MPC.

(a) Developer agrees that if due to unforeseen circumstances it is unable to complete all work included in this Contract within the time specified herein, it will submit a written request for extension of the Contract period to the City at least sixty (60) days prior to the expiration of the existing Contract period, specifying the reason for its failure to complete the work as agreed, and a prospective date for such completion.

(b) The City will not unreasonably withhold approval of extensions of time where Developer has complied with the requirements of notice to the City and provided the required additional Security, if any is needed.

13. Developer agrees that its failure to follow the extension of time procedure provided herein shall constitute a breach of this Contract. Developer agrees that should it fail to complete any part of the work outlined in this Contract in a good and workmanlike manner, as approved by

the City Engineer, the City shall reserve the right to withhold and/or withdraw all building permits and/or sewer service within the Subdivision until all items of this Contract have been fulfilled by Developer.

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

(b) Developer shall provide the City with a copy of the Final Plat using State Plane Coordinate System with NAD – 83 datum on disk or CD in DXF format (AutoCAD Release 14 or more current) prior to recording of the Final Plat of the Project. All MTEXT must be exploded.

(c) Developer shall furnish as-built plans to the City on reproducible, stable mylar media. Said plans shall show the sanitary sewer, storm drainage system, grading, water main and service lines and streets within the Subdivision before the City shall record the Final Plat of the Subdivision. Departure from the original plans and specifications shall not be permitted without the approval of the City Engineer, the MPC, DRC, and BOC as necessary. In addition to the plans furnished on reproducible mylar media, Developer shall provide a scanned copy of the as-built plans as a TIF image on CD and a DXF copy (AutoCAD Release 14 or more current) of the as-built plans on CD.

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

15. (a) Sidewalks. Notwithstanding any provision to the contrary herein, Developer shall ultimately be responsible for the installation of all required sidewalks, at its expense, and will include in the Security an amount sufficient to insure installation of all required sidewalks. All required sidewalks shall be completed, without defect and on a lot-by-lot basis, prior to the issuance of a Certificate of Occupancy ("C. O.") to the owner of each lot. Developer shall be responsible for repairing any latent defects in the sidewalks prior to the issuance of a Certificate of Occupancy ("C. O.") to the owner of each lot. (All references to sidewalks herein include required handicap ramps.)

(b) Curb and Gutter. All required curb and gutter must be completed and without defect prior to the issuance of a Certificate of Occupancy ("C. O.") for the Subdivision. Developer shall also be responsible for repairing any latent defects and/or failures in the curb and gutter that occur, or first appear, after the issuance of the relevant C.O. and prior to the end of the warranty period and release of Security for the Subdivision.

(c) Final Surface Asphalt. Developer shall furnish and install asphalt base and a final asphalt surface course (wearing surface) on all streets, public and private, as required hereunder in accordance with City specifications.

- (1) The final surface (1.5") shall not be installed until Seventy-Five Percent (75%) of the lots in the Subdivision are built upon or within four years after the issuance of the first building permit, whichever comes first, or as otherwise specified by the City.
- (2) Developer shall maintain all streets in accordance with the warranty provisions provided for herein.
- (2) Developer shall make all necessary adjustments to manholes and valve boxes to meet finished surface grade and to repair subsurface or base repair, as required, in areas designated by the City prior to the application of the final asphalt surface.

WARRANTY

16. Developer and City agree that neither the final certificate of payment nor any provision of this Contract or its incorporated documents nor partial or entire occupancy of the Subdivision shall constitute an approval or acceptance of any work not performed in accordance with the Contract and its incorporated documents, nor relieve Developer of liability with respect to any express warranty or responsibility for faulty materials or workmanship.

17. (a) Developer is required to complete the Public Improvements, which are ultimately to be accepted by the City for perpetual maintenance, and all other improvements required by the City relative to the Subdivision, in accordance with the terms of this Contract. Further, Developer is to correct any defects or failures in all of such improvements that occur within one (1) year of the Final Plat recording. Any defect first appearing within the applicable one (1) year period shall be required to be corrected by Developer; and thereafter Developer shall be required to correct any defect again occurring in or relating to what was previously corrected within a one (1) year period commencing from the date of approval by the City Engineer of such correction. If the defect recurs within any one (1) year of its repair, Developer shall remain obligated to correct it until the condition is satisfactory to the City after one (1) year from the date of its last repair. This Warranty does not diminish, but is in addition to, all other rights and liabilities assessed herein.

(b) No sooner than ten (10) months nor later than eleven (11) months after the Final Plat recording, Developer shall so notify the City Engineer and the City Engineer, or his/her designee, shall inspect the streets, curbs and gutters, sidewalks, storm drain system, detention basin, landscaping, irrigation, fencing and all other required improvements to determine any defects or failures of the same. If no defects or failures are found, the City Engineer shall report the same to the BOC at a regular or special meeting within thirty (30) days of the date of said inspection. The BOC, provided it agrees with the City Engineer, shall approve the final release of

the Security, which shall constitute the end of the warranty period for the Subdivision. If defects or failures are found upon the aforesaid inspection, written notification outlining deficiencies to be corrected shall be provided to Developer along with the time period for corrections, not to exceed sixty (60) days. Within seven (7) days of notification by Developer that such corrections have been made or the expiration of the time period, whichever occurs first, the City Engineer shall re-inspect for correction of defects and failures. If all deficiencies have not been corrected, the City Engineer shall provide an updated written notification of deficiencies and Developer shall have thirty (30) days to make the remaining corrections. If all corrections are not made at this time, the City may demand payment on the Security, and, upon collection, shall proceed to make the corrections. If and when Developer or the City, as the case may be, has corrected all failures and defects, and a period of one (1) year has expired from the date of such corrections without defects again appearing in the corrected work, the City Engineer shall report the same to the BOC at a regular or special meeting within thirty (30) days of the date of said re-inspection. The BOC, provided it agrees with the City Engineer, shall approve the final release of the Security, which shall constitute the end of the warranty period for the Subdivision.

(c) It is the intention of the parties hereto that any Public Improvement required of Developer relative to the Subdivision which was found to be satisfactory by the City Engineer upon inspection as provided in Section 17 (b) shall thereafter be the obligation of the City to maintain. However, any such improvement found to be unsatisfactory by the City Engineer upon the initial inspection as provided in Section 17 (b) or any later inspection made pursuant to Section 17 (b) shall not be the obligation of the City to maintain until same remains satisfactory to the City for a period of one (1) year from the date it was inspected and found to be satisfactory by the City Engineer.

(d) At any time during the one (1) year warranty period beginning from the date of the Subdivision Final Plat recording, the City Engineer may recommend to the BOC that a portion of the Security be released based upon the City Engineer's estimation of the needed Security to ensure that funds will be available to correct any then outstanding defects in the improvements or to correct any defects which have been corrected but may reoccur.

REQUIRED IMPROVEMENT AND RELATED FEES

WATER

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

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

SANITARY SEWER

20. Developer shall pay to the City, the sum of **Eighteen Thousand Six Hundred Dollars (\$18,600.00)**, which reflects the sewer development fee as required by Ordinance 07-105 and as amended in Ordinance 08-119.

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

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

STREETS

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

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

25. It is agreed and understood that if it is not necessary to change the existing grade, alignment or disturb the pavement of an existing street or road, Developer shall only be required to construct drainage, grade, gravel and pavement to match the existing pavement and construct sidewalks, curb and gutter as required. If the existing grade and/or alignment are changed, Developer shall be required to grade, gravel and pave the full width of said street or road.

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

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

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

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

SIDEWALKS

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

STREET SIGNS, TRAFFIC CONTROL DEVICES, ETC.

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

EROSION, SEDIMENT AND DEBRIS

32. Developer agrees that all drainage and related facilities, including, without limitation, ditch paving, bank protection and fencing adjacent to open ditches, made necessary by the development of the Subdivision are to be constructed by Developer according to plans and specifications approved by the City Engineer.

33. Developer agrees that it will provide necessary erosion control, including, but not limited to, seeding for gentle slopes (4 to 1 or less) and grass sod for steeper slopes, with special grading and terracing, to the specifications of the City Engineer. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sodded as required by the City Engineer to prevent erosion. In the event the City Engineer determines that Developer is not providing necessary erosion control, the City Engineer shall officially notify Developer of the problem. If Developer has not corrected the problem within 7 days after notice, the City Engineer may make arrangements for the necessary materials, labor and

associated costs to eliminate the erosion problem, documenting all expenses, specifically including reasonable administrative expenses, incurred in performing the work. Alternatively, the City reserves the right to issue a Stop Work Order on all work in progress within the bounds of the Subdivision until such time as Developer has corrected any erosion control deficiencies. Prior to releasing any Security hereunder, all expenses incurred by the City relative to the foregoing shall be paid in full by Developer plus interest on any unpaid balance accruing at the rate of ten percent (10%) per annum.

34. Any and all unenclosed watercourses lying partially or wholly within the boundary of the Subdivision Site shall be constructed to an adequate cross section to provide design flow without threat of erosion or flooding of any property within the Subdivision Site or any off-site property. Such watercourses shall be lined in a manner satisfactory to the City Engineer and any other agencies that may have jurisdiction.

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

DRAINAGE DESIGN AND RESPONSIBILITY

36. Developer shall pay to the City, the sum of **Three Thousand Dollars (\$3,000.00)**, which reflects the drainage control fee with detention as required by Ordinance 07-105.

37. Developer shall construct and install, at its expense, all storm water drainage channels, ditches and structures. All drainage control fees shall be paid to the City, and a retention/detention storage basin, as required, with sufficient hydrologic capacity to control all surface and ground water originating within and upstream of the Subdivision shall be constructed as required by the City. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the Subdivision after full development shall not be significantly different after than before initiation of development unless approved by the City Engineer upon certification of a Professional Engineer registered in the State of Tennessee that the drainage system design and improvements upon full development of upstream and downstream properties, in accordance with the City's Land Use Plan, are sufficient to accept surface and ground water reasonably expected to flow on the Subdivision and discharge all waters reasonably expected to flow from the Subdivision so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Plain within or without the Subdivision. Further, the adequacy of the drainage plan and construction thereof shall in all cases be certified by Developer's engineer as indicated by his signature and seal affixed upon the Final Plat of said Subdivision prior to the Initial Acceptance by the City and recording of said Final Plat.

38. Developer shall provide to the City, and to each lot purchaser or builder, a coordinated grading and drainage plan designed to ensure proper drainage of all lots and building sites within the Subdivision. Said plan shall be compatible with the overall drainage plan for the Subdivision and shall comply with the Subdivision Regulations. Further, the Final Plat shall contain a notation stating that compliance with the Drainage Plan by individual lot owners and builders shall be a condition of the Building Permit issued by the City.

39. That in any development that alters or revises the Flood Plain shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, Developer shall provide to the City a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain. Further, until said Development Permit is provided, Developer shall not proceed with any work affecting the Flood Plain nor will the Final Plat of the Project be approved by the MPC.

40. Developer understands and agrees that the City, in its proprietary function, does not purport to specify the development layout nor the choice of available land uses; nor does the City design, construct, supervise nor certify the adequacy of the drainage improvements.

41. Developer understands and agrees that the City Engineer is not vested with any responsibility for the design of drainage improvements, nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review, the City does not commit itself to the construction, improvements or modification of the drainage system within or without the Subdivision.

42. Developer understands and agrees that it is the responsibility of Developer to properly anticipate, survey, design and construct all drainage improvements so that the Subdivision will not increase, alter or affect the flow of surface or channelized waters from or onto any property as to damage or flood any property or contribute to the same.

43. Developer understands and agrees that in providing technical assistance, planning and review, the City seeks to enforce its minimal governmental standards and does not relieve or accept any of Developer's liability and responsibility to properly design and construct the Subdivision.

44. Developer further agrees to indemnify and hold harmless the City and the City Engineer from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the Subdivision. The aforesaid indemnity and hold harmless agreement include, without limitation, the reasonable expenses of the City incurred in defending itself against any matter covered by such indemnity agreement, including attorney fees and expenses of litigation.

45. As long as the City holds Security it reserves the right to use said Security for completion and/or repair of any drainage structure during the warranty period of the Subdivision served by said structure.

46. The Final Plat which is to be recorded shall contain provisions substantially similar to the following if the Subdivision is to be subject to covenants and restrictions imposed by the Developer and/or if any area of the Subdivision is to be maintained at the expense of a property owners association:

"The Covenants and Restrictions set out herein are private in nature and are not subject to enforcement by the City of Lakeland.

The Developer will establish a not-for-profit property owners association (“POA”), which will have total responsibility for maintenance and repair of the common area(s) in the Subdivision after the present owner ceases such function. In the event the present Owner of the property shown hereon fails to organize the POA, or, if, after its organization, it ceases to function or exist, then, in the event the City of Lakeland, in accordance with applicable law and/or ordinances, expends funds to maintain or repair the common area, the expenses thereof plus an administrative fee shall become a lien, on a pro rata basis and severally, on each lot shown hereon and may be enforced in accordance with law. All owners of lots will be required to become members of the POA.”

ADMINISTRATIVE FEES

Engineering Review Fee

47. Developer agrees to pay to the City the sum of **One Thousand Eight Hundred Dollars (\$1,800.00)**, (\$300 per lot), which represents the engineering review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Construction Inspection Fee

48. Developer agrees to pay to the City the sum of **Two Thousand Three Hundred Dollars (\$2,300.00)**, (\$500 base fee plus \$300 per lot), which sum represents the construction inspection fee required by Ordinance 07-105, which shall be paid prior to the execution of this Contract. Neither observations by the City Engineer and Construction Inspectors, nor inspections, tests or approvals by others shall relieve the Developer from its obligation to perform work in accordance with the terms of this Contract. Developer further agrees to pay a \$50 re-inspection fee for each inspection after a Notice of Violation has issued, payable within ten (10) days of receipt of invoice.

Administrative Review Fee

49. Developer agrees to pay to the City the sum of **Seven Hundred Dollars (\$700.00)**, (\$200 1st lot and \$100 per lot thereafter), which represents the administrative review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Geographical Information System (GIS) Fee

50. Developer agrees to pay to the City the sum of **Four Hundred Fifty Dollars (\$450.00)**, (\$200 plus \$50 per lot thereafter), which represents the Geographical Information System (GIS) Fee as required by Ordinance 07-105.

Natural Resources Inventory/Analysis Fee (per acre)

51. Developer agrees to pay to the City the sum of **Nine Hundred Twenty-Three Dollars (\$923.00)**, (\$200 plus \$25 per acre thereafter), which represents the Natural Resources Inventory/Analysis Fee as required by Ordinance 07-105.

Parkland Improvement Fee (per lot)

52. Developer agrees to pay to the City the sum of **Six Hundred Dollars (\$600.00)**, (\$100 per lot), which represents the Parkland Improvement Fee as required by Ordinance 07-105.

Tree Removal Fee (per acre)

53. Developer agrees to pay to the City the sum of **Two Thousand Nine Hundred Ninety Two Dollars (\$2,992.00)**, (\$100 per acre or portion thereof, maximum \$10,000), which represents the tree removal fee as required by Ordinance 07-105, prior to the execution of this Contract.

Warning Siren Fee (per lot)

54. Developer agrees to pay to the City the sum of **Three Hundred Dollars (\$300.00)**, (\$50 per lot), which represents the Warning Siren Fee as required by Ordinance 07-105.

Parkland Review Fee (per acre)

55. Developer agrees to pay to the City the sum of **Nine Hundred Ninety-Eight Dollars and Forty Cents (\$998.40)**, (\$400 plus \$20 per acre) which represents the Parkland Review/Development Fee as required by Ordinance 07-105.

MISCELLANEOUS CONDITIONS

56. Easements. Developer agrees that it will grant any and all necessary easements and rights-of-way across its property to effectuate the requirements of this Contract. Any off-site easements and/or right-of-way required for the Subdivision must be obtained and furnished by Developer to the City and recorded prior to Contract approval. Said easements and rights-of-way shall be in form, type, size and character acceptable to the City. Developer shall grant and/or obtain and furnish said easements without expense to the City of Lakeland and will waive any claim for damages arising from the granting or obtaining thereof.

57. It is understood and agreed that the City is not and could not be expected to oversee, supervise and/or direct the construction of all construction and improvements contemplated hereunder. Neither is the City Engineer vested with the original design responsibility nor the means to formally survey elevations, capacity, structural integrity, type, adequacy or the locations of improvements at every stage of the construction process. The City Engineer is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Developer now has and shall retain the responsibility to properly anticipate, survey, design and construct the development improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property. In

providing technical assistance, plan and design review, the City does not and shall not relieve Developer from or accept any liability from Developer. Developer will provide his own Project Engineer whose duties and responsibilities are explained in the General Conditions of the City of Lakeland Construction Specifications.

58. In situations which may affect the safety or protection of persons, the work, or property at the Subdivision Site or adjacent thereto, Developer, without special instruction or authorization from the City, is obligated to act to prevent any and all threatened damage, injury or loss. If the City has to use its resources to respond to situations which may affect the safety or protection of persons, the work, or property at the Subdivision Site or adjacent thereto, it is agreed that the City will keep a record of costs associated therewith, including without reservation reasonable administrative fees and expenses, and will be reimbursed by Developer.

59. Developer agrees that the City shall have the right to enter the Subdivision Site and make emergency repairs to any improvements when the health and safety of the general public requires it. Developer will reimburse the City for reasonable cost, including without reservation reasonable administrative fees and expenses, incurred by it in making such repairs.

60. Developer agrees to secure all required permits for the demolition of structures on the subject property. Developer further agrees that it will haul all scrap, buildings, materials, trees, debris, rubbish and other degradable materials to a permitted landfill on a timely basis and not bury, burn or cause to be burned, such materials or allow them to accumulate within the Subdivision Site or within the corporate limits of the City.

61. Developer agrees that should it default in performing any of its obligations under this Contract and it becomes necessary to engage an attorney to file necessary legal action to enforce provisions of this Contract or sue for any sums of money due and owing or liability arising incidental to the Contract, Developer will pay to the City reasonable attorney's fees and expenses of litigation.

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

63. Developer shall be responsible for the cost of any and all relocation, adjustment, modification, installation and/or removal of utilities, streets, curbs, gutters, sidewalks, drainage and all other improvements made necessary by the development of the Subdivision, both on and off site. All electrical utilities shall be installed underground unless expressly waived by the BOC upon written request to the DRC and after a recommendation by the DRC is submitted to the BOC.

64. Developer agrees to pay a "Payment in-Lieu-of or Dedication for Parkland" in the amount of **Two Thousand Five Hundred Seventy-Eight Dollars and Ninety-Seven Cents (\$2,578.97)** as per Article II Neighborhood Development Regulations, Section D, 4.b. of the Lakeland Subdivision Regulations.

65. Gas and Electric Service. Developer shall install underground electric and natural gas service to the Subdivision in accordance with the electric and natural gas service policy specified by the agreement between the City and the Memphis Light, Gas and Water Division of the City of Memphis and City ordinances and/or policies in effect at the time of such installation.

66. Indemnity. Developer will indemnify and hold the City harmless against all claims that may arise out of or result from Developer's performance under this Contract, whether such claims arise out of the actions of Developer, any subcontractor of Developer, or anyone directly or indirectly employed or directed by either of them. This indemnity agreement includes, without limitation, all tort claims, both intentional and otherwise, and all claims based upon any right of recovery for property damage, personal injuries, death, damages caused by downstream deposits, sediment or debris from drainage, damages resulting from Developer changing the volume or velocity of water leaving Developer's property and entering upon the property of others, and claims under any statutes, Federal or state, relative to water, drainage and/or wetlands, and reasonable attorney's fees and costs incurred by the City in defending itself as a result of the aforesaid and/or enforcing this Contract.

67. Safety. Developer shall maintain barricades, fences, guards and flagmen as reasonably necessary to ensure the safety of all persons at or near the Subdivision Site during construction. All construction material, including, without limitation, mud, silt, dirt and gravel, shall be kept off existing streets at all times. In the event such mud, silt, dirt, gravel or other construction material is washed, blown or carried into an existing street, Developer shall take immediate steps to remove such materials. If Developer does not remove such materials after notification by the City, and the City deems it necessary to clean the affected streets, the Developer agrees to reimburse the City for all such cleaning expenses.

68. Construction Activity. (a) Developer will not carry on or permit construction activity under this Contract earlier than 6:00 a.m. nor later than 7:00 p.m., Monday through Saturday, and no construction activity, other than emergency repairs, shall be carried out on Sundays.

(b) Developer agrees to include the language "all streets shall be kept clear and free of dirt and debris" in all contracts between Developer and the contractors, subcontractors, builders, etc., unless otherwise authorized in writing by the City Engineer.

(c) Developer shall provide the City with the name, address and phone number of person(s) to be contacted and responsible for correcting any of the requirements set forth above should the occasion arise to do so.

69. The use of any gender herein shall apply to all genders, the singular shall include the plural, and the plural shall include the singular, as the content and context may require.

70. If litigation ensues with respect to this Contract and the City prevails therein, the City shall be entitled to recover from Developer its reasonable attorney's fees and the costs and expenses of such litigation, including reasonable attorney's fees and the costs and expenses of such

litigation related to any appeal. The court(s) before which such litigation is pending shall determine whether the City prevailed and the amount of such fees, costs, and expenses to be recovered by the City as a result of prevailing; and, if the City prevails in part, but not in whole, an equitable award of its attorney's fees and expenses shall be made by the court(s). The same provision as immediately aforesaid shall be applicable to any litigation necessary to establish the City's right to recover under the Security. The Security shall cover all Developer's obligations under this Contract, including, without limitation, the obligation of Developer to pay the fees, costs and expenses of the City as provided for in this Section of the Contract.

71. Interpretation and Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid or unenforceable provision was not a part of this contract. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning that renders it valid.

72. Construction of Contract. Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorney review this Contract, and, accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

73. No Waiver. The failure of the City to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Contract, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.

74. Amendments and Modification. This Contract shall not be modified in any manner, except by an instrument in writing executed by or on behalf of all parties.

75. Authority to Execute. City and Developer each warrant and represent that the party signing this Contract on behalf of each has authority to enter into this Contract and to bind the City and Developer, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

76. Notices. All notices, demands and requests required or permitted by this Contract shall be in writing (including telecopy communications) and shall be sent by facsimile transmission, air or other courier, or hand delivery, as follows:

- (i) CITY
CITY OF LAKELAND
ATTN: CITY MANAGER
10001 HIGHWAY 70

LAKELAND, TN 38002
PH: (901) 867-2717

With Required Copies To:
City Engineer; and
City Attorney
At same address as above.

(ii) DEVELOPER
ASHMONT DEVELOPER, LLC
ATTN: VINCE SMITH
355 TARA LANE
MEMPHIS, TN 38111
PH: 901-489-5896

77. Any party to this Contract may change such party's address for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to the other party, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

78. Choice of Law. This Contract is being execute and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles of conflicts of law) of the State of Tennessee shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof.

OVERALL FEE/COST SUMMARY
(as more specifically set forth in Exhibit A hereto)

(1)	Sewer Development Fee	\$18,600.00
(2)	Sewer Lift Station Maintenance Fee	N/A
(3)	Sewer Connection Fee	N/A
(4)	Street Light Fee	N/A
(5)	Road Cut Fee	N/A
(5)	Drainage Control Fee (w/ Basin)	\$3,000.00
(6)	Drainage Control Fee (w/o Basin)	N/A
(7)	Engineering Review Fee	\$1,800.00
(8)	Construction Inspection Fee	\$2,300.00
(9)	Administrative Review Fee	\$700.00
(10)	Geographical Information Systems Fee	\$450.00
(11)	Natural Resources Inventory & Analysis Fee	\$923.00
(12)	Parkland Improvement Fee	\$600.00
(13)	Tree Removal Fee	\$2,992.00
(14)	Warning Siren Fee	\$300.00
(15)	Parkland Review Fee	\$998.40
(16)	Parkland Dedication Fee	<u>\$2,578.97</u>
	Total	\$35,242.37

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Lakeland, Tennessee, this _____ day of _____, **2024**.

DEVELOPER:
ASHMONT DEVELOPER, LLC

CITY OF LAKELAND:

By:_____

Date:_____

ATTEST:_____

APPROVED AS TO FORM:

By:_____

DATE APPROVED BY BOARD OF COMMISSIONERS:_____

DATE APPROVED BY BOARD OF SEWERAGE COMMISSIONERS:_____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary of public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be _____, the within named bargainer, a corporation, and that such officer, as such _____, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as managing partner, by himself as _____.

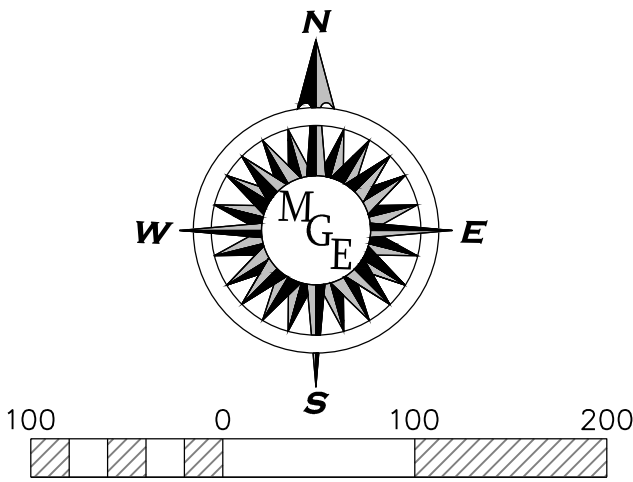
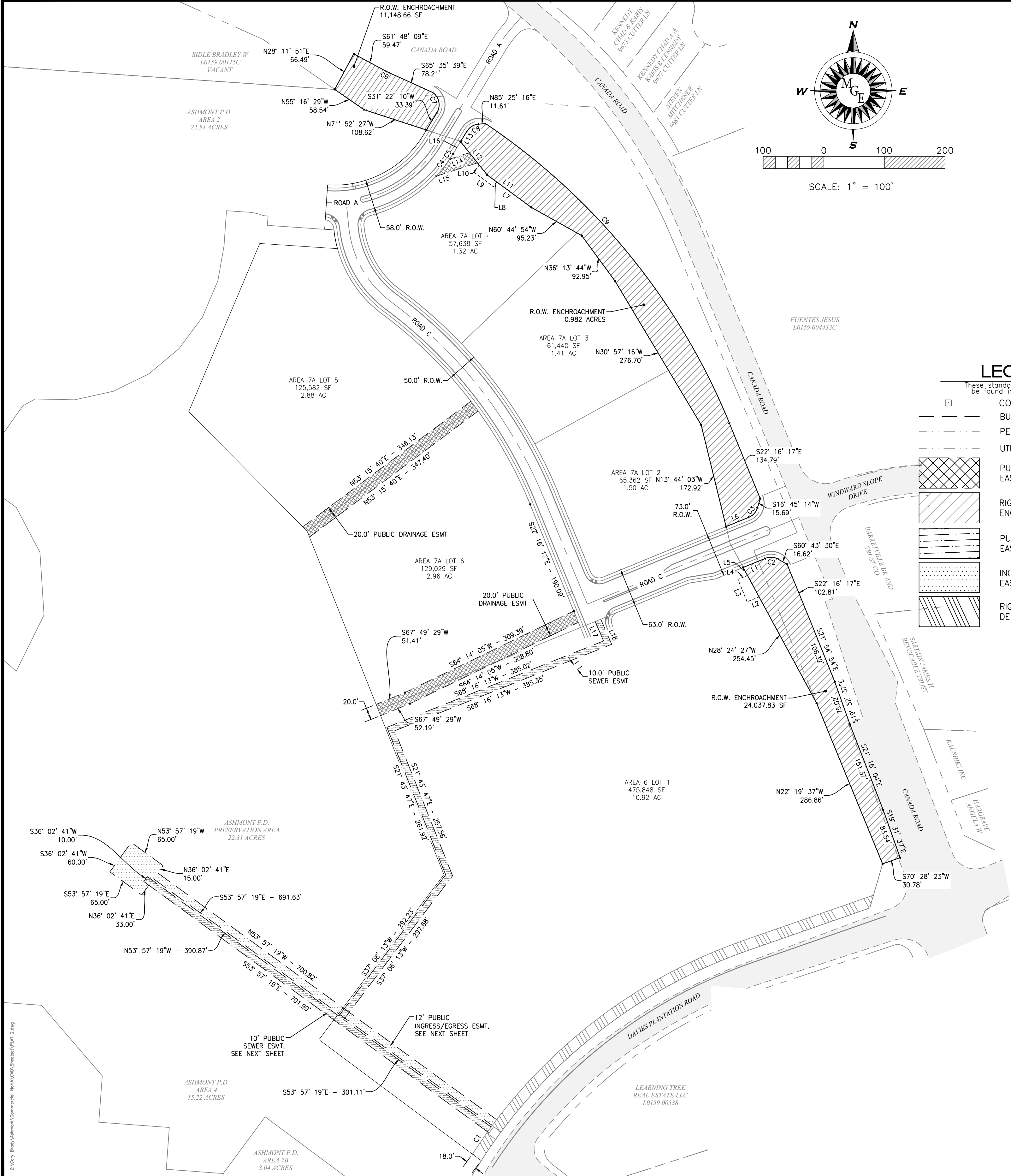
Witness my hand and seal at office; this is the ____ day of ____, 20__.

Notary Public

My Commission Expires:_____

EXHIBIT "A"

Subdivision Development Fees Worksheet						
Ashmont Planned Development Area 6 Lot 1 & Area 7A Lots 2-6				6	Lots	29.9 Acres
	Per Lot Fee					
Sewer Development Fee (Dev Charge see Ord 08-119)	\$3,100.00		\$18,600.00			
Sewer Lift Station Maintenance Fee (per lift station)	\$110,000.00					
Sewer Connection Fee (per connection)			N/A			
Drainage Control Fee w/basin (per lot)	\$500.00		\$3,000.00			
Drainage Control Fee wo/basin (per lot)	\$1,000.00		N/A			
Engineering Review Fee (per lot)	\$300.00		\$1,800.00			
Construction Inspection Fee (\$500 plus \$300 per lot)	\$300.00		\$2,300.00			
Administrative Fee (\$200 for 1st Lot and \$100 per lot thereafter)	Varies		\$700.00			
Natural Resources Inventory Fee (\$200 plus \$25 per acre thereafter)	Varies		\$923.00			
Street Light Fee	100% of Cost		N/A			
Road Cut Fees	\$35.00					
Warning Siren (per lot)	\$50.00		\$300.00			
Tree Removal Fee (per acre or fraction of disturbed area - maximum \$10,000)	\$100.00		\$2,992.00			
GIS Fee (per lot)\$200 plus \$50 per lot thereafter	Varies		\$450.00			
Parkland Improvement Fee (per lot)	\$100.00		\$600.00			
Parkland Review Fee	00+\$20/acre		\$998.40			
		Total =	\$32,663.40			
	Acres/Lot = 4.98666667					
Park Land Formula (D=LxAxPxM)						
L=Number of Lots (D.U.)	L =	6				
A=Avg. Family Size - use 2.94	A =	2.94				
P=Parkland Ratio use 0.010 (10 acres per 1000)	P =	0.010				
M=Density Multiplier from Table 2 of Sub. Regs	M =	1				
D=Dedication in acres	D =	0.1764	Acres			
Land Appraisal Value (per acre)		\$14,620.00	Payment in lieu of			
Total Dollar Value Required in Lieu of Dedication		=	\$2,578.97			
Total Amount Due			\$35,242.37			



PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	39.19	S67° 43' 43"W
L2	21.35	S67° 42' 51"W
L3	40.00	N22° 17' 09"W
L4	17.06	N67° 42' 51"E
L5	14.97	N28° 24' 27"W
L6	40.47	N67° 43' 43"E
L7	70.73	N53° 42' 00"W
L8	9.67	S36° 57' 16"W
L9	40.00	N53° 02' 44"W
L10	14.58	N36° 57' 16"E
L11	90.73	S53° 42' 00"E
L12	70.16	S38° 38' 16"E
L13	19.76	S31° 22' 10"W
L14	34.18	S72° 03' 57"W
L15	71.93	S72° 03' 57"W
L16	23.37	N31° 22' 10"E
L17	34.92	S23° 34' 23"E
L18	45.02	S23° 34' 23"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	44.42	877.00	2.90	N34° 16' 02"E	44.41
C2	22.49	25.00	51.55	N86° 29' 53"W	21.74
C3	22.24	25.00	50.97	N42° 14' 29"E	21.52
C4	36.26	229.00	9.07	N38° 32' 59"E	36.22
C5	10.57	229.00	2.64	N32° 41' 30"E	10.57
C6	7.28	110.00	3.79	N63° 41' 54"W	7.28
C7	37.86	25.00	86.77	N12° 00' 53"W	34.34
C8	23.58	25.00	54.05	S58° 23' 43"W	22.72
C9	646.51	1095.92	33.80	N39° 10' 17"W	637.17

LEGEND

These standard symbols may be found in the drawing.

- CONCRETE MONUMENT
- BUILDING SETBACKS
- PEDESTRIAN/UTILITY EASEMENT
- UTILITY EASEMENT
- PUBLIC DRAINAGE EASEMENT
- RIGHT OF WAY ENCROACHMENT
- PUBLIC SEWER EASEMENT
- INGRESS/EGRESS EASEMENT
- RIGHT OF WAY DEDICATION

NOTES

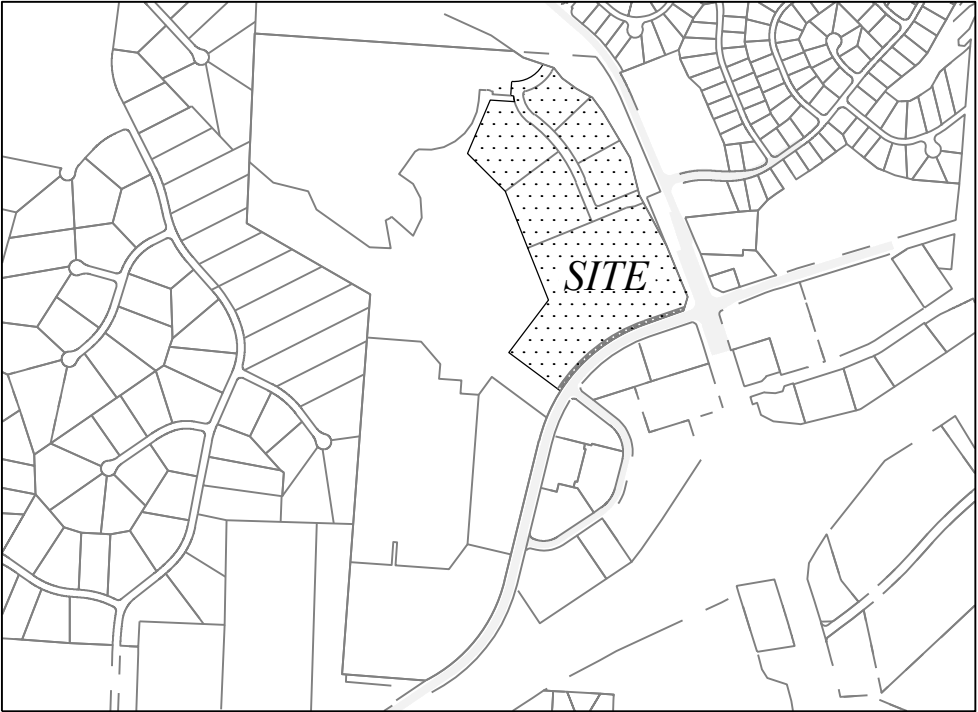
SITE BENCHMARK (T.B.M.): IRON PIN SET IN THE NORTH LINE OF EAST DAVIES PLANTATION ROAD (68' R.O.W.), SAID IRON PIN BEING 47.05' WEST OF THE WEST LINE OF CANADA ROAD (R.O.W. VARIES). ELEVATION: 400.03'

FEMA NOTE: ACCORDING TO THE FEDERAL EMERGENCY MANAGERMENTS AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE PER FLOOD INSURANCE RATE MAP, MAP NO. 47157C0330G, COMMUNITY PANEL NO. 470402 0330 G, EFFECTIVE DATE: FEBRUARY 06, 2013.

REFER TO PROPERTY OWNER'S ASSOCIATION DECLARATION, RECORDED IN THE SHELBY COUNTY REGISTER'S OFFICE UNDER INSTRUMENT NUMBER _____, FOR PRIVATE INFRASTRUCTURE OWNERSHIP AND MAINTENANCE RESPONSIBILITIES, ARCHITECTURAL CONTROLS/COMMITTEES, AND PRIVATE COVENANTS, CONDITIONS, AND RESTRICTIONS.

INGRESS/EGRESS EASEMENT MAY BE RELOCATED WITH SITE PLAN FOR AREA 6 LOT 1

VICINITY MAP
1" = 1,000'



PRELIMINARY PLANNED DEVELOPMENT		
ASHMONT PLANNED DEVELOPMENT AREA 6 LOT 1 & AREA 7A LOTS 2-6		
LAKELAND, TENNESSEE		
TOTAL AREA 22.92 AC. (998,323 S.F.) - 6 LOTS		
ZONE: C-2 w PD OVERLAY		
DEVELOPER: ASHMONT DEVELOPER, LLC PO BOX 772808 MEMPHIS, TN 38177		ENGINEER: MCCARTY GRANBERRY ENGINEERING 198 PROGRESS ROAD COLLIERVILLE, TN 38017
DATE: JANUARY 2024	SCALE: 1"=100'	SHEET 2 OF 6

I. GENERAL INTENT

This Amended Outline Plan is intended to facilitate the design evolution of the previously approved Ashmont Planned Development (Resolution # R-43-2022). These conditions shall supersede the previously approved Outline Plan conditions. Where conflicts exist, these conditions apply. Where these conditions are silent on a particular provision, the previously approved outline plan conditions shall apply. Where these conditions and the previously approved outline plan conditions are silent on a particular matter, the City of Lakeland's Land Development Regulations adopted at the time of approval shall apply. Refer to the previously approved outline plan (Resolution # R-43-2022) for architectural guidelines.

The land use and bulk regulations prescribed herein are based upon the "Area" classifications defined and delineated by the previously approved outline plan with the following exceptions. Areas 3 and 5, and their associated regulatory provisions, have been omitted, the Area 2 entitlement has been expanded, and the Area 4 entitlement has been relocated to replace the original Area 3 designation.

The design for single-family homes and commercial areas shall follow the previously approved single-family architectural pattern book and commercial architectural pattern book separately on file with the City of Lakeland's planning department.

Per resolution # R-43-2022, the following provisions of the Land Development Regulations shall not apply to any Area within the PD:

- Maximum Building Coverage;
- Maximum Impervious + Semi-Pervious Coverage;
- Minimum Coverage of Front Property Line;
- Minimum Principal Building Height;
- Attached Garage Facade Proportion;
- Facade Requirements, including Transparency, Cap & Base Types, Building Materials, and Building Variety;
- Conservation Area Requirements (Article II., Section 11) of Lakeland's Land Development Regulations.

II. LAND USE and DEVELOPMENT REGULATIONS

- A. This subdivision is divided into five (5) delineated "Areas" previously classified by the approved outline plan with individual regulatory provisions prescribed for each. (Areas 3 and 5 omitted)

Area 1: C2 - Regional Commercial District as modified;
Area 2: R2 - Suburban Manor District as modified;
Area 4: R4 - Urban Estate District as modified;
Area 6: C2 - Regional Commercial District as modified;
Area 7: C2 - Regional Commercial District as modified.

- B. PERMITTED USES and DESIGN STANDARDS (where applicable)

All uses listed herein are defined by the City of Lakeland Land Development Regulations. Any use not specifically defined by the City's land Development Regulations shall be defined herein.

AREA 1: C2 - Regional Commercial District as modified

- This area is intended to permit lodging and housing and residential uses (including multi-family), together with uses typically associated with senior living facilities as categorized in Article III, Section 2 of the Land Development Regulations.
- ALLOWABLE USES:** Uses allowed within the C2 – Regional Commercial District to also include Independent Living, Assisted Living, Nursing Home, and on-site incidental services and amenities.

AREA 2: R2 - Suburban Manor District

- This area is intended to permit single-family residential as categorized in Article III, Section 2 of the Land Development Regulations.
- Single-family residential uses are permitted in accordance with the bulk regulations assigned herein.
- Design for Single-family homes shall follow the Single-Family Architectural Pattern Book as described in the approved Outline Plan Booklet, in lieu of the residential architectural guidelines in the Land Development Regulations.
- The proposed subdivision may be privatized at the developer's discretion, subject to all applicable regulations, and City Engineer approval.

AREA 4: R4 - Urban Estate District

- This area is intended to permit single-family residential as categorized in Article III, Section 2 of the Land Development Regulations.
- Single-family residential uses are permitted in accordance with the bulk regulations assigned herein.
- The design for Single-Family homes shall follow the Single-Family Architectural Pattern Book as described in the approved Outline Plan Booklet, in lieu of the residential architectural guidelines in the Land Development Regulations.
- Homes may be accessed from a street or alley. All alleys shall be private, owned and maintained by a homeowner's association.
- The proposed subdivision may be privatized at the developer's discretion, subject to all applicable regulations.

AREA 6 and 7A: C2 - Regional Commercial District

- This area is intended to permit conventional lodging, retail, service and office uses as categorized in Article III, Section 2 of the Land Development Regulations.
- ALLOWABLE USES:** Hotel/Motel, Neighborhood Retail, General Retail, Large Scale Retail, Liquor Store, Neighborhood Personal Services, General Services, Regional Services, Child Day Care, Outdoor Entertainment, Neighborhood Office, General Office, Taproom/Brewery. Any use not explicitly listed shall be prohibited.
- Design for commercial areas shall follow the Commercial Architectural Pattern Book as described in the PD Booklet, in lieu of the non-residential architectural guidelines in the Land Development Regulations.

AREA 7B: C2 - Regional Commercial District

- This area is intended to permit conventional retail, service and office uses as categorized in Article III, Section 2 of the Land Development Regulations.
- ALLOWABLE USES:** All uses permitted within The City of Lakeland's Land Development Regulations' C2 - Regional Commercial District excluding hotels/motels and all prohibited uses listed below.

PROHIBITED USES (ALL AREAS):
Pawn Shop, Smoke or Vape Shop, Outdoor Sales, Vehicular Services and Sales, Laundromat, Commercial Greenhouse or Nursery, Payday or Other Loan Establishment, Adult or Sexually Oriented Business, Tattoo Shop.

C. BULK REGULATIONS

1. AREA 1: C2 Regional Commercial District

- Minimum Lot Width: N/A
- Minimum Lot Size: N/A
- Building Setbacks:**
 - Davies Plantation Rd: 20-feet
 - Internal Private Dr.: 10-feet
 - Side Yard (Adj. Properties): 20-feet
 - Rear Yard (Adj. Properties): 20-feet
- Maximum Building Height: 4-story

2. Area 2: R2 - Suburban Manor District

- Front load garages are prohibited. All garages shall be internal side load format.
- Minimum Lot Width: 90-feet (Lots 1-37)/ 75-feet (Lots 38-41)
- Minimum Lot Size: 13,500sf (Lots 1-37)/ 10,500sf (Lots 38-41)
- Building Setbacks:**
 - Front Yard/Street Side: 25-feet
 - Side Yard: 10-feet
 - Rear Yard: 25-feet
- Maximum Building Height: 2-story

3. Area 4: R4 - Urban Estate District

- Front load garages are prohibited. All garages shall be rear (alley) load or side (perimeter) load format.
- Minimum Lot Width: 50-feet (Alley)/ 75-feet (Perimeter)
- Minimum Lot Size: 6,250sf (Alley)/ 9,000sf (Perimeter)
- Building Setbacks:**
 - Front Yard/Street Side: 20-feet
 - Side Yard: 5-feet
 - Rear Yard (Alley): 18-feet
 - Rear Yard (Perimeter): 15-feet
- Maximum Building Height: 2-story

Z:\City Body\Ashmont\Commercial North\CA0\Sheets\PLAT 2.dwg

C. BULK REGULATIONS (Continued)

1. Areas 6 & 7: C2 - Regional Commercial District

- Minimum Lot Width: 50-feet
- Minimum Lot Size: N/A
- Building Setbacks:**
 - Canada Rd*: 70-feet (Measured from back of FUTURE Canada Rd. sidewalk)
 - Davies Plantation Rd: 9-feet (Area 6)/ 20-feet (Area 7a/b)
 - Public Street "A & C": 20-feet
 - Public Street "B": 15-feet
 - Internal Private Dr.: 10-feet
 - Side Yard: 7.5-feet
 - Rear Yard: 7.5-feet
- Min. Bldg. Separation: 10-feet (detached only)
- Maximum Building Height:
 - Hotel: 5-story
 - All other uses: 2-story

5. Right of Way Encroachment.

- In an effort to establish a consistent streetscape and building pattern along Canada Road, the City of Lakeland shall allow encroachment within the Canada Road right-of-way to permit sidewalk, lighting, signage, and landscape related improvements within the current Canada Road right-of-way;
- Where applicable, all associated dimensions prescribed by the bulk regulations herein shall be measured from the future Canada Road realignment back of sidewalk.

III. ROADWAYS, ACCESS, and PARKING

A. Roadway Dedication and Improvements:

- Canada Road: The developer shall not be responsible for dedication of right-of-way or improvements to existing or future Canada Road.
- Davies Plantation Road: Concurrent with each contiguous phase, the developer shall dedicate 18-feet along the property frontage to provide the balance of an 86-foot public right-of-way. Davies Plantation Road will be improved to provide curb, gutter and sidewalk along the property frontage.
- All internal public streets shall be dedicated to the City of Lakeland and improved in accordance with the street section provided herein, subject by approval of the City Engineer.
- All private streets and alley shall be improved in accordance with the street section provided herein, subject by approval of the City Engineer.
- All private streets and alleys shall be owned and maintained by an owners' association.

B. Access:

- Refer to Sheet 1 of 6 for the general location of vehicular access with Area 1, Area 6, Area 7A, and Area 7B as described below. The access locations shown are conceptual and may be adjusted to work with final site plans of individual commercial lots.
- A maximum of 4 curb cuts are allowed on Canada Road as generally illustrated.
- A maximum of 2 curb cuts along Canada Road may be full-access and must be aligned with proposed Canada Road median openings. Any additional curb cuts may only be right-in/right-out.
- A maximum of 6 curb cuts are allowed on Davies Plantation Road as generally illustrated. All curb cuts on Davies Plantation Road may be full access.
- All corner radii at intersections of public streets within the development may be a minimum of 15' at the face of curb.
- Residential lots within Area 2 shall be accessed from the public street.
- Residential lots within Area 4 shall be accessed either from the public street or private alley.
- In Areas 2 & 4, driveways may be a maximum of 18' wide at the curb.
- In Areas 2 & 4, driveways shall not be closer than 10' from the end of radius of a public street intersection.
- In Areas 1, 6, and 7, driveways shall not be closer than 50' from the end of radius of a public street intersection.

C. Parking and Loading:

- Unless otherwise stated, parking and loading shall be provided in accordance with the City of Lakeland Land Development Regulations.
- The specific type of Senior Living uses in Area 1 shall follow the parking regulations that correspond to the use category:
 - Independent Living: 1.25 spaces/studio unit, 1.5 spaces/1 bedroom unit, 1.75 spaces/2 bedroom unit;
 - Hospice/Assisted Living/Nursing Home: 0.25 spaces/bed and 1 space/employee.
- The Planning Commission may approve a alternative parking requirement during Site Plan approval if justification based on industry standards is provided.
- Head-in parking may be provided within any COS area directly off of the ROW of an interior public street in order to provide convenient resident access to common amenities.

IV. LANDSCAPE, SCREENING, AND COMMON OPEN SPACE

- A minimum (25%) of the net land (post dedications) of Ashmont PD area shall be reserved and designated as common area intended for tree preservation and/or passive recreational uses/amenity areas.
- In addition to the condition above, a minimum 20% of each commercial/office lot shall be reserved as green space. All pervious areas to include common lawns, landscape areas, streetscapes, bufferyards, etc shall qualify. Urban plazas and/or promenades may qualify when provided as a aesthetic element for the common enjoyment of patrons.
- Common Open Spaces areas shall be distributed throughout the residential portions of the planned development.
- Common Open Space areas are recommended within the commercial portions of the planned development by not required.
- All designated common areas shall be owned and maintained by a Homeowners Association and/or Property Owners Association. At the time that the Phase 1 Final Plan is submitted, the articles of incorporation and bylaws of the Business and Homeowners Associations shall be submitted to staff for review.
- Common Area, as designated, is intended to preserve the existing tree canopy, wetlands, and associated vegetation to the most reasonable extent possible while also satisfying the City's Streamside Management Ordinance provisions. Permitted disturbance shall be limited to transitional grading and drainage improvements, stormwater detention facilities, and passive recreational uses only.
- The details and specifications for all Landscape Plates, including streetscapes and buffers provided herein supersede the Landscape Plates section of the Ashmont PD Outline Plan Booklet. All on-center tree spacing required by the Landscape Plates are approximate average spacing and may vary along any particular street frontage to work with building facade rhythm, lot layout, utilities, driveway locations, and pedestrian facilities.
- Streetscape Plate 1 shall be installed along the property's Canada Road frontage.
 - Streetscape Plate 2 shall be installed along the property's Davies Plantation Road frontage.
 - Streetscape Plate 3 shall be installed along the Public Street "A" frontages.
 - Streetscape Plate 4 shall be installed along the Public Street "B" frontages.
 - Streetscape Plate 5 shall be installed along the Public Street "C" frontages.
- In Areas 6 & 7, a right-of-way encroachment shall be permitted in facilitation of the Canada Road streetscape Plate as described.
- The minimum street tree size shall be 2 inches in caliper for all streetscapes.
- All required landscaping shall shall not interfere with any utility easements and may be altered according to MLGW requirements, including utilization of trees with a smaller mature size than required underneath power lines.
- Through the Development Agreement process, the Developer may work with City staff to make Landscape Plate modifications.
- Ashmont PD may utilize landscape features such as, but not limited to, masonry columns, icon markers, public art, rail, fencing, and ornamental metal fencing as additional streetscape features or entrance treatments at any entrance into the development or into an Area. Such features shall be submitted to the City with Final Plans.
- The parkland dedication requirements for Area 1 shall be determined with the site plan submittal.
- All retention ponds are required to have a fountain.
- Any walking trails proposed within designated Common Open Space areas shall be a minimum of 5' wide concrete.
- Unless otherwise specified, all plant material shall adhere to the minimum size criteria specified in the City of Lakeland's development regulations.

PRELIMINARY PLANNED DEVELOPMENT		
ASHMONT PLANNED DEVELOPMENT AREA 6 LOT 1 & AREA 7A LOTS 2-6		
LAKELAND, TENNESSEE		
TOTAL AREA 22.92 AC. (998,323 S.F.) - 6 LOTS		
ZONE: C-2 w PD OVERLAY		
DEVELOPER: ASHMONT DEVELOPER, LLC PO BOX 772808 MEMPHIS, TN 38177		ENGINEER: MCCARTY GRANBERRY ENGINEERING 198 PROGRESS ROAD COLLIERSVILLE, TN 38017
DATE: JANUARY 2024	SCALE:	SHEET 3 OF 6

V. SIGNAGE

- A. Signage shall be permitted in accordance with the City of Lakeland Sign Ordinance as modified herein.
- B. One (1) overall development identity ground sign shall be permitted at each public street entrance in to the development to meet the requirements of the Subdivision Entry Sign. These overall development signs shall not count toward the signage allowed for any particular Area or parcel. The overall development identity ground signs shall be submitted to the City with Final Plans.
- C. Within Area 6, all single-occupant buildings and all tenants of a multi-occupant building are allowed a maximum of two wall signs, one facing the primary street frontage and the other facing the parking area entrance. If two wall signs are utilized, the total wall sign area allowed per building (by the Sign Ordinance) shall be calculated based on the linear feet of these two building facades.

VI. SANITARY SEWER & SERVICES

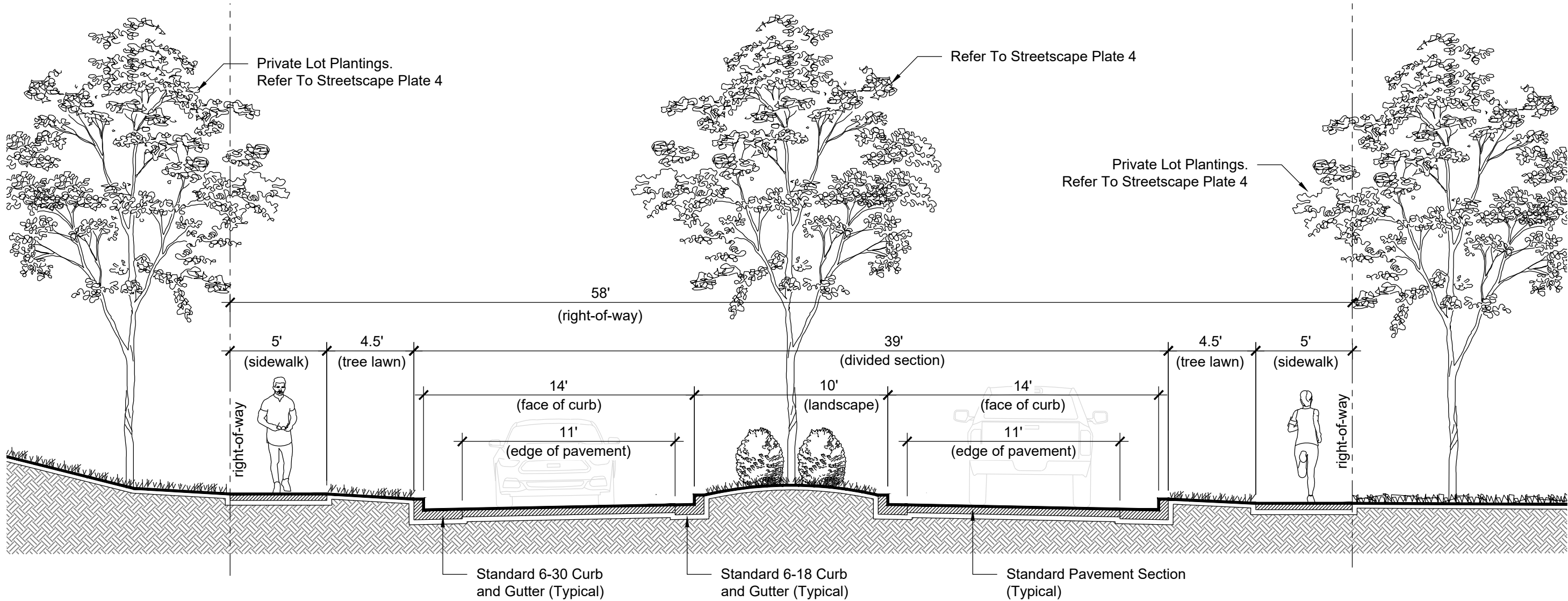
- A. A Master Sanitary Sewer Concept Plan shall be submitted at the time Phase One Plan is submitted for review and approval. The City of Lakeland will provide sewer service.
- B. Sanitary sewer improvements shall be provided by the Developer under contract in accordance with the subdivision regulations and specifications of the City of Lakeland and the State of Tennessee.
- C. Sizes of sanitary sewer lines shall be determined at the time the final construction plans are submitted to the City Engineer.
- D. Sanitary Sewer Plans shall be submitted to the Tennessee Department of Environmental Quality (TDEQ) for written approval.
- E. All sanitary sewer located in a private drive or otherwise outside of a public right-of-way shall be within a public easement.

VII. WATER SERVICE / UTILITIES

- A. A Master Water Service Concept Plan shall be submitted at the time the Phase 1 Plan is submitted for review and approval. The City of Lakeland will provide public potable water service.
- B. Public water improvements shall be provided by the Developer under contract in accordance with MLGW standards.
- C. All water services located in a private drive or otherwise outside of public right-of-way shall be within a public easement.
- D. All utilities and services (telephone, cable, etc.) to be installed underground, except for any 3-phase electric service.
- E. Street light plans, if applicable, will be submitted for review and approval by City as part of final plans. Street lights are not required on roads internal to the development.

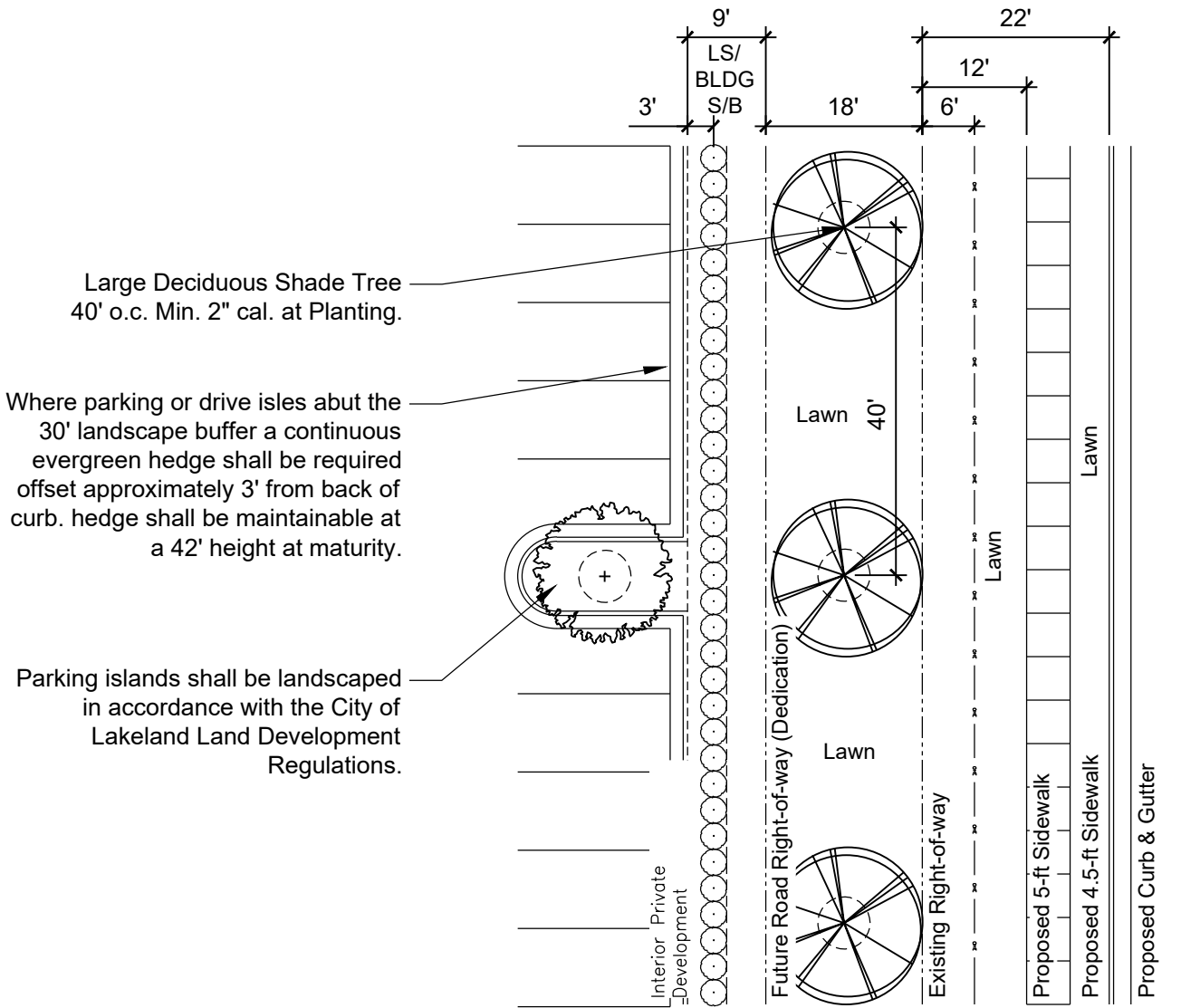
VIII. DEVELOPMENT PHASING

- A. A Preliminary Phasing Plan for Ashmont PD is provided in the PD booklet. Phase boundaries are not required to follow Area boundaries.
- B. The Preliminary Phasing Plan is subject to change as plans are finalized and as market demands fluctuate. Construction of phases may be singular or a mix to meet current and future market demands.
- C. The synchronization of Phases may be modified by the Developer at any time to allow for current and future market demands.
- D. A final site plan / plat for each phase shall be made in accordance with the City of Lakeland Land Development Regulations.
- E. Minor changes may occur with the final plans that do not require Board of Commissioners approval. Minor changes are as defined below:
- Minor changes may include adjustments of lot lines and road or trail alignments within any phase or Area to work with final design and engineering. Lot lines may be added or deleted as a minor change, pursuant to the requirements below.
 - Minor changes may not increase density within any Area, allow additional uses within any Area, or cause any Area line to shift by more than 75-feet.



STREETSCAPE PLATE 1 - CANADA ROAD

1" = 20'-0"



STREETSCAPE PLATE 2 - DAVIES PLANTATION ROAD

1" = 20'-0"

PRELIMINARY PLANNED DEVELOPMENT		
ASHMONT PLANNED DEVELOPMENT AREA 6 LOT 1 & AREA 7A LOTS 2-6		
LAKELAND, TENNESSEE		
TOTAL AREA 22.92 AC. (998,323 S.F.) - 6 LOTS		
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DEVELOPER: ASHMONT DEVELOPER, LLC PO BOX 772808 MEMPHIS, TN 38177	ENGINEER: MCCARTY GRANBERRY ENGINEERING 198 PROGRESS ROAD COLLIERSVILLE, TN 38017	
DATE: JANUARY 2024	SCALE:	SHEET 4 OF 6

CERTIFICATE OF OWNERS AND DEDICATION

The undersigned, Ashmont Developer, LLC, hereby certify that they are the owners of the foregoing property and that the plat is with the free consent and in accordance with the desires of the above named owners, proprietors, do hereby dedicate to the City of Lakeland all Public Improvements, Easements, or lands herein specifically identified for dedication, for the purposes of operation, construction and maintenance of these improvements, as needed for the proper development and maintenance of said Subdivision.

Date: _____

Vince Smith

NOTARY'S CERTIFICATE

State of Tennessee
County of Shelby

Before me, the undersigned, a notary public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted and who, upon oath, acknowledged himself to be owner of CANADA ROAD BUSINESS PARK, and he as such owner, executed the foregoing instrument for the purpose therein contained. In witness whereof, I hereunto set my hand and affix my seal this, the ____ day of _____, 20____.

Notary Public
My Commission expires:

CERTIFICATE OF MUNICIPAL PLANNING COMMISSION APPROVAL – SUBDIVISION

I, _____ do hereby certify that the City of Lakeland Municipal Planning Commission has approved this Final Plat. The signing of this certificate shall in no way be deemed to constitute or effect an acceptance of the dedication of any street, improvement, or other ground shown upon the plat.

Date: _____

MPC Secretary

CERTIFICATE OF PLANNING REVIEW AND COMPLIANCE

The Final Plat and Site Plan Review is reviewed and deemed compliant with the Land Development Regulations, subject to any waivers, modifications, or variances thereof granted by the City of Lakeland.

Date: _____

Code Administrator

CERTIFICATE OF CITY ENGINEER

The Final Plat and Site Plan Review is reviewed and deemed compliant with the Land Development Regulations, subject to any waivers, modifications, or variances thereof granted by the City of Lakeland.

Date: _____

City Engineer

CERTIFICATE OF MORTGAGEE AND DEDICATION

We, the Mortgagee, _____, do hereby freely consent to the Subdivision of this property in accordance with the Final Plat; dedicate the Public Improvements, Easements, or lands herein specifically identified for dedication, to the appropriate agencies as outlined in this Plat and approved by the Municipal Planning Commission of Lakeland, Tennessee for the purposes of operation, construction and maintenance of these improvements, as needed for the proper development and maintenance of said Subdivision.

Date: _____

Signature of Authorized Agent of Mortgagee

NOTARY'S CERTIFICATE

State of Tennessee
County of Shelby

Before me, the undersigned, a notary public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared _____ (printed name) of _____, with whom I am personally acquainted and who, upon oath, acknowledged himself to be _____ (title) of the _____, the within named bargainer, and that he executed the foregoing instrument for the purpose therein contained. In witness whereof, I hereunto set my hand and affix my seal this, the ____ day of _____, 20____.

Notary Public

My Commission expires: _____

CERTIFICATE OF ENGINEER

I, JOHN McCARTY, a Professional Engineer, do hereby certify that the design of public and private improvements provided for in the Preliminary Plat / Construction Plans / Final Plat (whichever is applicable) are in accordance with acceptable engineering practices, the Tennessee Department of Environment and Conservation, City of Lakeland Manual for Public Works and Materials Specifications, and all City of Lakeland ordinances, including Subdivisions.

In witness whereof, I the said JOHN McCARTY, a Professional Engineer, hereunto set out hand and affix my seal this _____day of _____ 20_____.

Tennessee Registration No. 111644

Professional Engineer

CERTIFICATE OF SURVEYOR

State of Tennessee
County of Shelby

I, Jeff Harris, hereby certify that this is a category I survey and the ratio of precision of the unadjusted survey is at least 1:10,000 as shown hereon. This survey has been made using the latest recorded deed, is in compliance with the current Tennessee Minimum Standards of Practice and is correct to the best of my knowledge and belief.

I, in witness thereof, hereunto set out hand and affix my seal this day of _____, 2023.

Tennessee Registration No. 1818

PRELIMINARY PLANNED DEVELOPMENT		
ASHMONT PLANNED DEVELOPMENT AREA 6 LOT 1 & AREA 7A LOTS 2-6		
LAKELAND, TENNESSEE		
TOTAL AREA 22.92 AC. (998,323 S.F.) - 6 LOTS		
ZONE: C-2 w PD OVERLAY		
DEVELOPER: ASHMONT DEVELOPER, LLC PO BOX 772808 MEMPHIS, TN 38177	ENGINEER: MCCARTY GRANBERRY ENGINEERING 198 PROGRESS ROAD COLLIERVILLE, TN 38017	
DATE: JANUARY 2024	SCALE:	SHEET 6 OF 6



Board of Commissioners

Meeting Cycle: Thursday, February 1, 2024

Subject: **Resolution** - approving a time extension for the Heathfield Planned Development Phase 1 Residential Subdivision Development Contract.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-11-2024.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

The developer, Arbor View Development, LLC, requests a time extension for the residential development contract for Heathfield Planned Development Phase 1. The contract for Phase 1 was approved by the BOC in February 2023. MLGW is unable to provide electric service for the development from the existing infrastructure, resulting in the need for a new distribution line. The developer is working with MLGW as well as the developer on the adjacent property to resolve the issue. Staff recommends a one (1) year time extension on the Heathfield Planned Development Phase 1 development contract.

RESOLUTION R-11-2024

APPROVING A TIME EXTENSION FOR THE HEATHFIELD PLANNED
DEVELOPMENT PHASE 1 RESIDENTIAL SUBDIVISION DEVELOPMENT
CONTRACT

-
- WHEREAS,** the Developer for Heathfield Planned Development requests an extension for the residential subdivision development contract for Phase 1; and,
- WHEREAS,** the existing development contract was approved by the Board of Commissioners on February 9, 2023 with a contract time of one (1) year; and,
- WHEREAS,** the existing electric service is not adequate to serve the property resulting in the need for a new distribution line; and,
- WHEREAS,** the Developer is working with MLGW and the adjacent developer to resolve the issue; and,
- WHEREAS,** Staff recommends a one (1) year extension to the development contract for Heathfield Planned Development Phase 1:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the residential subdivision development contract for Heathfield Planned Development Phase 1 is extended for one (1) year.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 1st day of February 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

January 24, 2024

Emily Harrel
City of Lakeland
10001 Highway 70
Lakeland, TN 38002

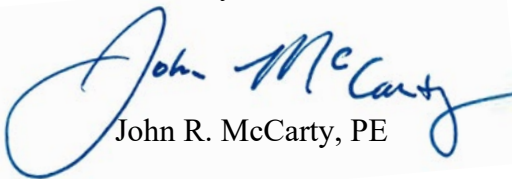
**RE: HEATHFIELD ON SCOTTS CREEK
DEVELOPMENT AGREEMENT EXTENSION REQUEST
LAKELAND, TENNESSEE**

Emily,

On behalf of partners of the Heathfield on Scotts Creek project, we are requesting an extension of the development agreement due to the MLGW service to the property. We have worked with MLGW and the adjacent developers of the Meadows project to solve the issues related to the power supply in the area.

If you need anything, please do not hesitate to contact me.

Sincerely,



John R. McCarty, PE

Meeting Cycle: Thursday, February 1, 2024

Subject: **Resolution** - authorizing the submittal of applications for RAISE and MPDG grants through US DOT Federal Highway Administration.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-12-2024.

BUDGET IMPACT

There is no budgetary impact resulting from this resolution.

DISCUSSION

The US DOT Federal Highway Administration solicits applications each year for RAISE (Rebuilding American Infrastructure with Sustainability and Equity) and MGDP (Multimodal Project Discretionary) grants. These grants are awarded on a competitive basis for planning or constructing surface transportation projects which improve safety, sustainability, quality of life, connectivity, etc. Staff proposes to submit an application for additional funding due to increased construction costs for the New Canada Road project.

RESOLUTION R-12-2024

AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR RAISE AND MPDG
GRANTS THROUGH US DOT FEDERAL HIGHWAY ADMINISTRATION

WHEREAS, the Federal Highway Administration is soliciting applications for the RAISE (“Rebuilding American Infrastructure with Sustainability and Equity”) and MPDG (“Multimodal Project Discretionary”) grants; and,

WHEREAS, the City desires to acquire additional grant funding for the New Canada Road project due to increased construction costs; and,

WHEREAS, Staff proposes to submit an application for the RAISE grant and MPDG to cover the increased construction cost on New Canada Road:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is authorized to submit applications to US DOT Federal Highway Administration for a RAISE grant and MGDG for New Canada Road.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 1st day of February 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Meeting Cycle: Thursday, February 1, 2024

Subject: **Resolution** - authorizing an agreement with Balton Sign Company for the removal of the Relax Inn interstate sign.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-14-2024.

BUDGET IMPACT

This item is included in the fiscal year 2024 Annual Budget for the General Fund.

DISCUSSION

The City has entered into a contract to purchase the Relax Inn, located at 3645 Canada Road. The contract allows the City to remove the interstate sign prior to closing on the property. The City requested an estimate from Balton Sign Company for the removal of the interstate sign. Balton Sign Company proposes to remove the sign for \$24,500 within 15 business days of Notice to Proceed. The demolition contract also includes the removal of the interstate sign; however, the work will not begin until mid-March. If the board approves the removal by Balton Sign Company, the sign removal will be withdrawn from the demolition contract.

RESOLUTION R-14-2024

AUTHORIZING AN AGREEMENT WITH BALTON SIGN COMPANY FOR THE
REMOVAL OF THE RELAX INN INTERSTATE SIGN

WHEREAS, the City desires to remove the interstate sign at 3645 Canada Road; and,

WHEREAS, Balton Sign Company provided an estimate for the removal of the Relax Inn interstate sign; and,

WHEREAS, Balton Sign Company is willing and able to provide these services within 15 business days of the issuance of the Notice to Proceed; and,

WHEREAS, funding for this work 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 Balton Sign Company is authorized to remove the Relax Inn interstate sign in the amount of twenty-four thousand five hundred dollars (\$24,500.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 1st day of February 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



7801 Moriarty
Cordova TN 38018

PHONE 901-452-7371
FAX 901-458-2637
www.baltonsigns.com

RETAIL SALES CONTRACT AND SECURITY AGREEMENT

PURCHASER NAME	Lakeland City Hall	DATE	January 25, 2024
	10001 Hwy 70	LOCATION	Relax Inn
	Lakeland, TN 38002		3645 Canada Rd.
ATTN	Paul Posey		Lakeland, TN 38002
PHONE Email	901-867-5401 pposey@lakelandtn.gov	SALES AGENT	Sean Orians 901-273-6006 sean@baltonsigns.com

DESCRIPTION	AMOUNT
Labor, materials, and equipment to remove and dispose of the following: --One large pylon sign. Cabinet, pole sections, and obsolete electrical components.	
<i>*Tax and/or permit fees are not included in quoted price but will be added to invoice upon completion.</i>	

EXTRAS	INSTALLATION	INCLUDED	BASE PRICE	\$24,500.00
	PERMITS	AS NOTED	PERMITS	TBD
	FREIGHT OR MILEAGE	NONE	STATE TAX	0.00
	FOUNDATIONS	NONE	LOCAL TAX	0.00
	STEEL STRUCTURE	NONE	GF STATE TAX	0.00
	ELECTRICAL CONNECTION	BY OTHERS	TOTAL	
TERMS	½ DOWN - BALANCE ON COMPLETION			

ALL ELECTRICAL WIRING LOCATED OUT OF DISPLAY IS NOT INCLUDED IN THIS CONTRACT
IF ACCOUNT IS PAST DUE IT WILL BE SUBJECT TO A 2% PER MONTH SERVICE CHARGE (24% APR)
THIS CONTRACT, WITH ALL CONDITIONS AS NOTED, IS HEREWITH ACCEPTED BY BOTH PARTIES.

PURCHASER DOING BUSINESS AS:

BALTON SIGN COMPANY

BY:

BY:

TITLE:

TITLE: Sale Representative

TERMS AND CONDITIONS

- 1) Purchaser(s) agrees to buy the goods described on the reverse side of this agreement at the price indicated and on terms of ½ of the purchase price to be tendered with the Purchaser’s offer and the balance paid in full upon tender of the goods.
- 2) To secure any unpaid balance, Purchaser hereby grants to Seller and its assignee a purchase money security interest in the goods described herein and in all accessions thereto and proceeds thereof. It is further agreed that this writing may be duly recorded by the Seller in order to perfect its security interest in said goods.
- 3) Purchaser agrees to pay interest on any past due payments at the rate of 1 1/2% per month from the time at which they became due. Purchaser further agrees to pay all costs of collection of any past due payments under this agreement including reasonable attorney’s fees.
- 4) In as much as this contract is made for specially constructed goods, it is understood and agreed to by the purchaser that, upon acceptance by the Seller, the agreement is not subject to cancellation or alteration by the Purchaser, the payments made by the Purchaser for the goods are non-refundable, and, in the event of breach by the Purchaser, the Seller shall be free to pursue any remedies available at law and shall not be limited to mere retention of monies previously paid.
- 5) Manufacturer shall not be responsible for plans, designs, specifications or drawings furnished by Purchaser or for defects on account thereof, said plans, designs, specifications or drawings furnished by Purchaser being considered for all purposes the plans, designs, specifications, or drawings of Purchaser for which Manufacturer assumes no responsibility. When shop drawings are furnished by Purchaser, Manufacturer will not be responsible for errors therein. After fabrication is started no changes will be made or allowed unless ordered in writing and the price therefore adjusted and agreed upon in writing before proceeding with the changes, if such changes affect the price. If Manufacturer considers shop drawing necessary, it will submit said drawings to Purchaser for approval.
- 6) Manufacturer warrants the completed work, except as may otherwise be specified, against defective material and workmanship for the period of 90 days from the completion thereof, save and except as to materials purchased by him from other manufacturers. The warranty as to such other manufactured or fabricated material shall be limited to the time and extent of the guarantee or warranty of the Manufacturer thereof. Liability under this warranty shall be limited to the replacement within the aforesaid time or times of any defective work or material, and Warrantor shall not be liable for any damages or losses other than for the replacement of such defective work or material. Neon or rare gas tubing is not guaranteed against breakage. Implied warranties of merchantability and fitness are waived.
- 7) Manufacturer, at its option, may invoice each item called for in the proposal separately upon completion, or, if for reasons beyond its control completion is delayed, it may invoice for that portion of the work completed during any given month. When it becomes necessary by reason of cause beyond Manufacturer’s control that completed items, or partially completed items, be stored any and all extra costs for handling and storage will be charged to Purchaser’s account. Under no condition, will any item be held beyond 90 days after completion. In the event that size and weight of any item prohibits storage by Manufactures on its own property, Purchaser must make arrangements for shipment immediately upon completion.
- 8) MANUFACTURER WILL NOT BE RESPONSIBLE FOR DELAYS IN SHIPMENTS CAUSED AT ROLLING MILL OR IN TRANSPORTATION OR BY LABOR DISPUTES OR DUE TO ANY AND ALL CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL.
- 9) Sales or use tax or gross receipts tax or other tax, if any, payable under the laws of the State where the property is to be delivered or installed as mentioned herein, shall be added to the price quoted, unless such tax is paid direct by the Purchaser.
- 10) Title to all material and property covered by this proposal shall remain in Manufacturer, and shall never be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full; Manufacturer is given express chattel mortgage lien upon said materials and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty and in the event of default by Purchaser, the Manufacturer may at once (and without process of law) take possession of and remove as and when is sees fit and wherever found all materials used or intended for use in the construction of said equipment and any and all property called for in this proposal without being deemed guilty of trespass.
- 11) All necessary electrical wiring, outlets and connections to the sign from the building meter and/or fuse panel will be properly fused and installed, at the expense of the Purchaser.
- 12) The Purchaser agrees to secure all necessary permits from the building owner and/or others whose permission is required for the installation of the Sign and he assumes all liability with regard to the same, and all liability, public and otherwise, for damages caused by the Sign or by reason of it being on or attached to the premises.
- 13) It is agreed that this contract shall be construed according to the laws of the State of Tennessee.
- 14) When the writing is signed by a salesperson of the Seller it is understood between all parties hereto that the writing is to be regarded as a mere solicitation of an offer. When it is signed by the Purchaser said writing shall constitute an offer to buy and only when said offer is accepted by an officer of the Seller by the affixing of said officer’s signature hereto does this writing constitute a contract. Or, when a downpayment is offered by Buyer and accepted by Seller hereto does this writing constitute a contract. When signed by both parties and/or downpayment offered and accepted, all provisions contained on the first page and back page of said contract become integral parts of said contract and together shall comprise the entire agreement and no other agreement or understanding of any nature concerning same has been made or entered into

PURCHASER DOING BUSINESS AS:

BY:

TITLE:

DATE:

BALTON SIGN COMPANY

BY:

TITLE: Sale Representative